

1901-040 Chancery Causes: Harvey Young vs. Susan F. Hobbs  
Lee Co.

Torbett, Barker, Pennington, Coldiron, Hyatt

CA-Debt

T-Property

Will : 1897 : Shelby Hobbs : Lee County



To the Honorable W.T. Miller, Judge of the Circuit Court for Lee County, Virginia:

Humbly complaining your orator, Harvey Young, a citizen of said County, respectfully represents that he was the executor of the last will and testament of Shelby Hobbs, deceased; that as such a considerable estate came into his hands; that in distributing said estate, he paid to Susan F. Hobbs, the widow of said decedent, one hundred and eight dollars and thirty-one cents more (\$108.31) more than was due her under the will of said Shelby Hobbs, deceased; that said overpayment was inadvertently made; that he has made a settlement of his account with J.A.G. Hyatt, late commissioner of accounts for Lee county, which shows the above overpayment; that he has several times called upon the said Susan F. Hobbs to repay to him the money thus overpaid to her, but that she has failed and refused payment; that he has fully disbursed the said estate, so that said overpayment is now due to him individually; that said overpayment of one hundred and eight dollars and thirty-one cents should bear interest from the first day of June, 1898, as per said settlement. A copy of said settlement and the report of said Commissioner of Accounts is herewith filed as a part hereof, marked "Exhibit No. 1".

Your orator will now show your Honor that the said Susan F. Hobbs is the owner of an interest in a tract of land situated near Dryden, Lee county, Virginia, which was devised to her by the said Shelby Hobbs as will more fully appear from an inspection of a copy of the will of the said Shelby Hobbs which is herewith filed as a part hereof, marked "Exhibit No. 2." And your orator alleges that the said Susan F. Hobbs is a non-resident of the State of Virginia; #

Now the object of this bill is to attach the real estate aforesaid of the said Susan F. Hobbs lying in Lee County, Virginia,

*that she is still the widow of said Hobbs; that she had only one child by him, to wit Alpha, wife of Lorbelle, the said Alpha still being an infant.*



and a sale of the same or a sufficiency thereof to satisfy your orator's claim ~~sake~~ made.

And being without adequate remedy at law, your orator prays your honor's court of chancery to take cognizance of his cause and grant him the proper relief; and to this end he makes the said Susan F. Hobbs party defendant to this bill, and prays that she may be required to answer its several allegations, but not upon oath as that is waived; that order of publication be made against the said defendant; that upon a hearing a decree be rendered in favor of your orator for the amount of said overpayment with interest as aforesaid, and directing a sale of so much of the interest of the said Susan F. Hobbs in said land as will pay the same and the costs of this suit. And if in anywise mistaken in his special prayer, then he prays for full general relief. May spa. issue &c.

*L. L. Hyatt, Jr.*



Harvey Young  
vs 3 In Chancery  
Susan F. Hobbs.

Pill



TO THE HON.H.A.W.SKEEN JUDGE OF THE CIRCUIT COURT OF LEE COUNTY, VIRGINIA.

Your petitioner Susan F.Hobbs would respectfully show unto your Honor that on the \_\_\_\_\_ day of \_\_\_\_\_ 1899 one Harvey Young filed against her in your Honors Court a bill a copy of which is herewith filed and prayed to be read as a part of this petition; wherein he alledged that your petitioner was indebted to him in the sum of \$108.31; he also alledged in said bill that your petitioner was a non-resident of the State of Virginia, that she had an interest in real estate in Lee County and asked that the same be attached and sold to satisfy said debt.

Your petitioner would further show unto your Honor that on the 13th day of November, 1899 a decree was entered in said cause, a copy whereof is herewith filed and prayed to be read as a part of this petition- giving judgment against your petitioner for the amount of said claim, with interest and costs and requiring the same to be paid within thirty days from said date, otherwise L.T.Hyatt who was therein appointed as Special Commissioner for the purpose was instructed after advertising the same to sell petitioners interest in said real estate at the Court House door of Lee County.

Your petitioner further states to the Court that unless said Commissioner is enhibited from so doing he will sell said interest in said real estate to the irreparable injury of this petitioner.

Petitioner further represents to your Honor that she is not a non-resident of the State of Virginia as alledged in said bill, but that she is a resident of this State and is a citizen of Lee County and that her absence therefrom is only temporary, she being now on a visit to her daughter



2-  
2

who is married and temporarily resides in Bristol, Tenn.

Petitioner further states to your Honor that she is not indebted to the plaintiff in said bill in the sum of \$108.31 nor for any amount whatever, but that the said Harvey Young as Executor of Shelby Hobbs, dec'd is indebted to her in the sum of Several Hundred Dollars.

Your petitioner states that the account of the said Harvey Young is in many respects improper and illegal and that certain amounts therein claimed to have been paid your petitioner, the widow of Shelby Hobbs, dec'd have in fact not been paid to her and that the same should not be allowed, that the said Executor did not charge himself with the amounts that he collected or should have collected on the claims due the estate of Shelby Hobbs, dec'd and she hereby surcharges and falsifies said account in the following particulars viz;

- 1- In the settlement with the creditors and of said Shelby Hobbs, dec'd marked "Exhibit #1" to said bill the said Harvey Young, Executor charges himself with \$111.10 collected from J.K.PBarrow when said note and interest that was or should have been collected amounted to ~~\$2x~~ \$
- 2- That he only charged himself with \$318.00 collected from Elisha Bailey et al when he collected or should have collected \$330;
- 3- That he only charged himself with \$217.52 collected from C.Slemp when he collected or should have collected \$\_\_\_\_\_;
- 4- That he only charged himself with \$636 collected from J.J.C.Elamery & Brother when he collected or should have collected \$\_\_\_\_\_
- 5- That he only charged himself with \$300 collected from D.L.Jessee when he collected or should have collected



3-  
3

collected \$ \_\_\_\_\_;

6- That he failed to charge himself at all with the appraised value of the stock on the farm of said Shelby Hobbs, dec'd which stock was appraised at \$100, but that in his settlement with your petitioner marked "Special Statement" No. 1 in said Exhibit he charged her with \$100 for said stock and thereby got credit for same,

7- That in his settlement before the Commissioner of Account on January 1st, 1898 a copy whereof is filed with said bill as "Exhibit No. 1" to which reference is here made he charges your petitioner with three items viz;- \$41.24, \$9.44 and \$30.75 which were not paid to her and which should not have been allowed in said settlement;

8- That the commissions charged by said Executor and allowed in said settlement were unreasonable when taken in connection with his charges in the settlement with D.L. Jessee, Guardian of Alpha Hobbs should not be allowed, as the said Executor and D.L. Jessee, the Guardian of said Alpha Hobbs were the principal debtors to said estate, as will appear from said notes and as will otherwise be shown to the Court.

Your petitioner states that she is a widow and has little or no knowledge of business transactions; that no process was ever served on her in said suit; that she had no knowledge whatever of any such suit pending until after said decree had been entered, directing a sale of her interest in said land and then she only discovered it by accident; that if the said decree is enforced she will be irreparably damaged as she will thereby be deprived of a home in her declining years and that said proceedings and sale is a fraud upon the rights of your petitioner; that said L.T. Hyatt has advertised said interest and will sell the same unless enjoined by the order of this Court.



4  
The premises considered the prayer of your petitioner is that said L.T.Hyatt, Special Commissioner be enjoined from selling said interest until further orders of this Court, that this petition be treated as a Bill of Review, and if necessary as a Bill to surcharge and falsify said accounts, that the said Harvey Young in his own rights and as Executor of Shelby Hobbs, dec'd be made a party defendant hereto and be required to answer the same, but not on oath that being waived, that if necessary a Commissioner in Chancery be named to take and state the account of Harvey Young, Executor etc as aforesaid, and that all necessary orders be entered and that general relief be granted, and she will ever pray etc.

Susan F.Hobbs,

Price & Byars,

By Council.

Attorneys.

*Susan F. Hobbs*  
*her mark*

~~VIRGINIA~~, *State of Tennessee*  
*County of Sullivan*  
CITY OF BRISTOL, TO-WIT:-

This day personally appeared before the undersigned Susan F.Hobbs and made oath in due form of law that the facts set forth in the foregoing petition of her own knowledge are true, and that those set forth upon information she believes to be true.

Given under my hand this 20th day of December, 1899.

*W. A. Ray*  
*Notary Public*



To The Honorable W. T. Miller, Judge of the  
Circuit Court for Lee County, Virginia.

Humbly Complaining your Orator, Har-  
vey Young, a Citizen of Said County, respects  
fully represents that he was the executor  
of the last will and testament of Shelby  
Hobbs, deceased; that as such a Considerable  
estate came into his hands; that in dis-  
tributing said estate, he paid to Susan F.  
Hobbs, the widow of said decedent, one  
hundred and eight dollars and thirty one  
Cents. (\$108.31) more than was due her un-  
der the will of said Shelby Hobbs, deceased;  
that said over payment was inadvertently  
made; and that he has made a Settlement  
of his account with J. A. G. Hyatt late Com-  
missioner of accounts for Lee County  
which shows the above over-payment;  
that he has several times called upon the  
said Susan F. Hobbs to repay to him the  
the money thus overpaid to her, but that  
she has failed and refused payment; that  
he has fully disbursed the said estate, so  
that said overpayment is now due to him  
individually; that said overpayment of one  
hundred and eight dollars and thirty-one  
Cents should bear interest from the first  
day of June, 1898, as per said Settlement.

A copy of said Settlement and the re-  
port of said Commissioner of accounts is  
herewith filed as a part hereof, Marked  
"exhibit No 1"



Your Orator will now show your Honor that the said Susan F. Hobbs is the owner of an interest in a tract of land situated near Dryden, Lee County, Virginia, which was devised to her by the said Shelby Hobbs as will more fully appear from an inspection of a copy of the will of the said Shelby Hobbs, which is herewith filed as a part hereof, marked "Exhibit No 2"

And your Orator alleges that the said Susan F. Hobbs is a non-resident of the State of Virginia; that she is still the widow of said Hobbs; and that she had only one child by him, to wit, Alpha, wife of ——— Torbett, the said Alpha still being an infant.

Now the object of this bill is to attach the real estate aforesaid of the said Susan F. Hobbs lying in Lee County, Virginia, and a sale of the same or a sufficiency thereof to satisfy your Orator's claim made.

And being without adequate remedy at law, your Orator prays your Honor's Court of Chancery to take Cognizance of his cause and grant him proper relief; and to this end he makes the said Susan F. Hobbs party defendant to this bill, and prays that she may be required to answer its several allegations, but not upon oath as that is waived; and that order of publication be made against the said defendant; that upon

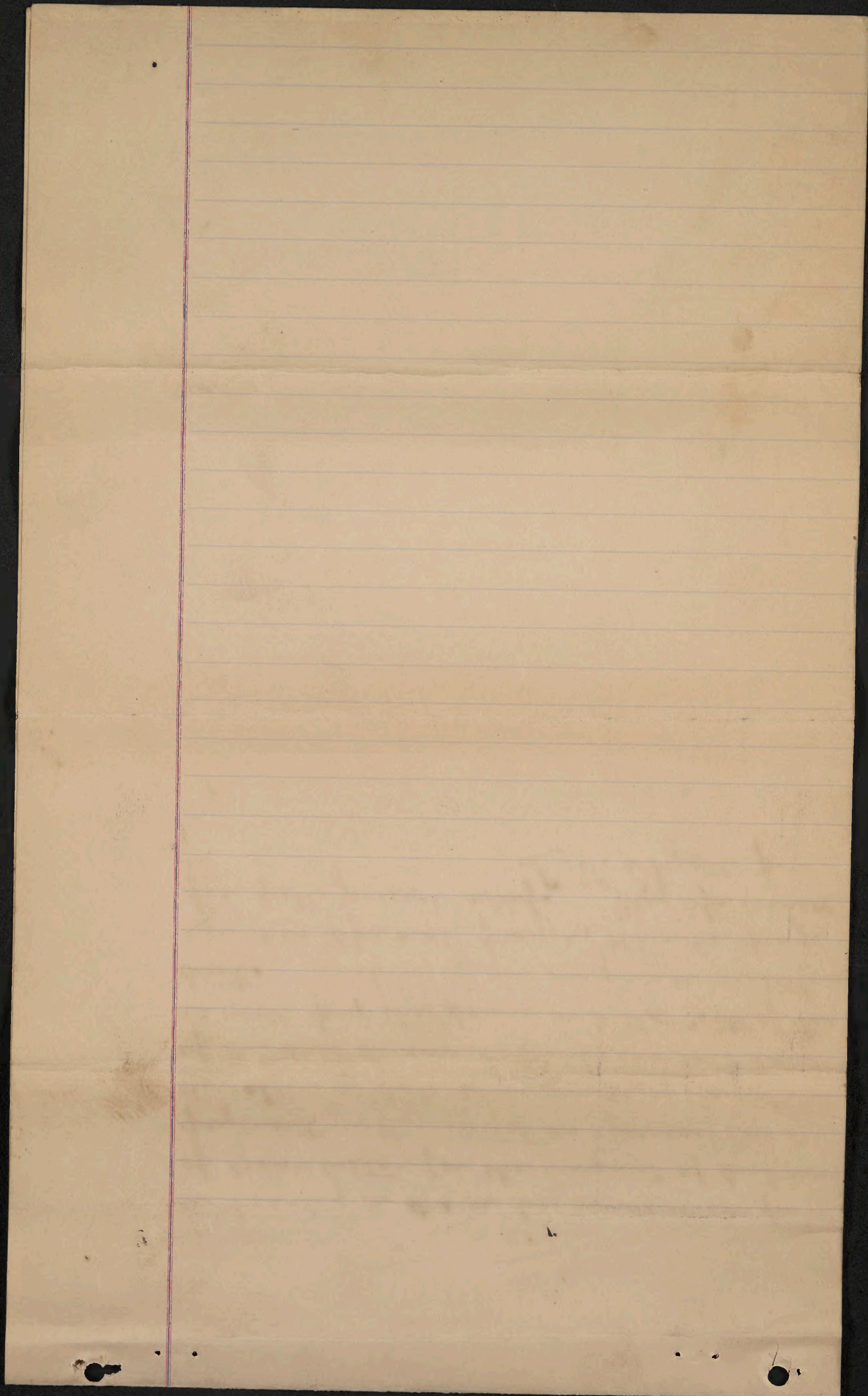


a hearing a decree be rendered in favor of your orator for the amount of said overpayment with interest as aforesaid, and directing a sale of so much of the interest of the said Susan F. Hobbs in said land as will pay the same and the costs of this suit.

And if in any-wise mistaken in his special prayer, then he prays for full general relief.

May Spa issue  
L. T. Hyatt p. 9







Harvey Young Executor of the last will  
and testament of Shelby Hobbs deceased.

"Exhibit No 1"

To the Creditors and legates of said Hobbs Dr

1897	June 1st	To this sum Note on D. L. Jesse	x		300 00	
	" "	" " " " J. J. C. Flanary & Bro	x		636 00	
	" "	" " " " A. H. Debusk	✓		87 26	
	" "	" " " " R. W. Orr et al	✓		410 00	
	" "	" " " " " " C. Slump	x		217 52	
	" "	" " " " " " Elisha Bailey et al	x		318 00	
	" "	" " " " " " Harvey Cecil	✓		205 00	
	" "	" " " " " " J. H. P. Barron discounted	x		111 10	
	" "	" " " " Amount turned over by apprs			48 18	
		Total Charged to Exr			2333 06	
1		By this sum paid R. W. Orr apprs	✓	\$	1 00	
2		" " " " J. P. Herndon acct			9 15	
3		" " " " D. G. Reese Judgt & Costs			32 10	
4		" " " " Taxes for 1897			35 91	
5		" " " " S. V. F. Richmond clerk			4 81	
6		" " " " J. P. Herndon acct			1 90	
7		" " " " Elisha Bailey apprc			1 82	
8		" " " " R. J. Wood & sons <sup>for</sup> Coffin			15 00	
9		" " " " J. J. C. Flanary & Bro			74 2	
A		" " " " to be paid Taxes for 1898			3 80	
B		" " " " " " S. V. F. Richmond <sup>Cording</sup> for sh			2 00	
X		" " " " paid for Settlement			50 0	
		By 10% Com on 119.91			11 99	131 90
		To this sum going to legates				\$2201 16
10		By " " paid Zion Hobbs Legatee			50 00	
11		" " " " Martha J. Zion "			50 00	
12		" " " " H. B. Hobbs "			300 00	
C		" " " " to be paid Elizabeth			1 00	
D		" " " " " " " " Jasper			1 00	
E		" " " " " " " " Job			1 00	



T	By this sum paid Ulyses Legatee	403 00	2201 16
L	" " " " James J "	1 00	
H	" " " " France "	1 00	
G	" " " " Nancy "	1 00	
	By 5% Com on \$400.00 disbursed	20 00	427 00
	This sum going to Susan F. Alpha		\$1774 16

No 1

Special Statement as to  
Susan F. Hobbs the widow Legatee

1897  
June 1st

13	By this sum paid to her as Legatee	48 18	591 38 2/3
14	" " " " " " " 2 <sup>nd</sup> June 1897	100 00	
15	" " " " " " " 3 July 1897	26 50	
16	" " " " " " " 26 May "	100 00	
	By 10% Com. on \$274.68	27 46	
	" This sum unaccounted for July 16 1897,	289 24	591 38 2/3

1898  
Jan 1

	To this sum unaccounted for July 1897.		289 24
	" " " Int thereon to Jan 1 1898		8 67
17	By this sum paid her Oct 6 1897	94 4	\$297 91
18	" " " " " Same date	41 24	
19	" " " " " " "	30 75	
20	" " " " " Dec 15 1897	275 00	
21	" " " " " May 24 1898	20 00	
	By 10% Com on \$297.91	29 79	
	This sum over paid her to Sgr		108 31
		\$406 22	\$406 22

1898  
June 1st



No 2

Special Statement as to

Alpha Hobbs Legatee

To this sum due her  $\frac{2}{3}$  1774.16

1182 78

" " " Int thereon Nov 1" 1897

23 65

Total Charge

\$1206 43

Octo 20

22

By this sum paid D.L. Jesse her <sup>dian</sup> guardian

1024 39

" 10% Com on \$1024.39 disbursed

102 43

" This sum in Evers hands to Square

79 61

1206 43

June 1898

June 20

To this sum due Octo 20 1897

79 61

" " " Int thereon to June 20" 1898

3 18

Total due June 20" 1898

82.79

By 10% Com on \$82.79 bal

\$ 8.27

D.L.J

By this sum paid D L Jesse her guardian to Square

\$ 74 52

\$ 82 79



Commissioners Office

June 16<sup>th</sup> 1898

To the County Court of Lee County.

Your Commissioner reports to the Court, that on the 1<sup>st</sup> day of June 1898, Harvey Young Executor of the last will and testament of Shelby Hobbs decd exhibited before your Commissioner a statement of all the money which he, the said Harvey Young as such Exr. had received or become chargeable with or disbursed within the time since his qualification down to June 20<sup>th</sup> 1898, together with the Vouchers for such disbursements; that the Commissioner embraced the said Harvey Young in the list of fiduciaries, whose accounts were before him for settlement, which was posted at the front door of the Court-house of said County, on the first day May Court last, and on the date of this report (ten days having since elapsed) has made up and completed the foregoing account of the said Harvey Young Executor of the last will and testament of Shelby Hobbs, decd and on the 20<sup>th</sup> day of June 1898, finds a balance of \$7.00 due Elizabeth, Jasper Job. Ulyses. James J. Francis & Nancy \$1.00 each as Legatees. The account is supported by satisfactory Vouchers, and is herewith returned.

Your Commissioner further <sup>reports</sup> to the Court



that the bond given by the said Harvey Young is a sufficient penalty and with sufficient sureties, and is such as the law requires. Special Statement No. 1. Shows an overpayment to Susan F Hobbs, the widow and legatee, on June the 1st 1898, of \$108.31. And Special Statement No. 2 Shows a full payment to D. L. Jessee guardian for Alpha Hobbs minor legatee Total paid him \$1098.91.

Given under my hand, as Commissioner of Accounts of the said Court, on the day and Year first aforesaid.

J. A. G. Hyatt Comr.

A Copy

Teste B. M. Morgan Clerk.

### "Exhibit No 2"

I Shelly Hobbs of the County of Lee and State of Virginia being of sane mind and sound memory and feeling that by the Course of nature I shall soon pass away and feeling it my duty to dispose of my worldly effects make this my last will and Testament, and revoking all other wills by me made.

1st. I will and bequeath to my son Hamilton B Hobbs the sum of three hundred dollars to be paid out of my personal estate.

2nd. I will and bequeath to my son Zion Hobbs the sum of fifty dollars to be paid out of my personal effects.



3<sup>d</sup>. I will and bequeath to my daughter Martha Jane fifty dollars to paid out of my personal effects.

4<sup>th</sup>. I will and bequeath to each of the following; Viz to my daughter Elizabeth Hobbs if living, and if not to her heirs if any the sum of one dollar.

To Nancy Hobbs now Nancy Burton the sum of one dollar.

To Ulysses the lawful heir of Mary the sum of one dollar.

To my son James J. the sum of one dollar.

To my son Job the sum of one dollar.

To William France Hobbs the sum of one dollar.

To my son Jasper B. Hobbs the sum of one dollar.

5<sup>th</sup>. I will and bequeath to the heir or heirs of my last wife Susan, or if the said Susan should raise any more heirs by me all of the land that I now possess after giving the part that is given by law to my wife Susan, if I should not live untill the heir or heirs of my last wife by me arrives at the age of twenty one then the rent of the land shall be applied to the benefit of my wife and her heir, or heirs by me untill such heirs or heir shall arrive at the age of twenty one.

"Provided my wife shall remain my widow

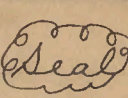


if not she shall take what the law gives her" when the heir, or heirs shall arrive at the age of twenty one she or they shall have full possession of all the land subject to dower right.

6<sup>th</sup>. I will and bequeath all of the remaining part of <sup>my</sup> personal effects to be divided as follows; One third to my wife Susan and the remaining two thirds to her heirs or heir by me.

7<sup>th</sup>. I further request that Harvey Young shall be my executor to settle up my affairs and pay all just debts that I may owe, and burial expenses.

Given under my hand this 29<sup>th</sup> day of September 1886.

Shelby <sup>his</sup> Hobbs   
Mark

Witnesses  
Elbert S. Flanary }  
Elisha Bailey }

Virginia

At a County Court begun and held for Lee County at the Court-house thereof on Monday May 17<sup>th</sup> 1897.

The last will and testament of Shelby Hobbs deceased, was this day produced in Court, and said will was proved by the Oaths of Elbert S. Flanary and Elisha Bailey the two subscribing witnesses thereto, who also proved the execution of said



of said will by the testator in their presence ~~in their presence~~, and that they signed said will as attesting witnesses thereto, at the request of the testator, and in his presence, they all three being there present together at the time of the signing of the same.

Thereupon said will is ordered to be recorded. And Harvey Young having been named in said Will as executor of the same.

Thereupon the said Harvey Young together with Henry L. Slump, E. S. Flannery and A. R. Hyatt his security entered into and acknowledged a bond in the penalty of four thousand dollars, conditioned according to law. Certificate is granted the said Harvey Young for obtaining probate of said will in due form.

A Copy,

Teste: S. V. F. Richmond, Clerk

Virginia Lee County to-wit;

I B. M. Morgan, <sup>clerk</sup> of the County Court, for said County, do Certify that the foregoing is a true copy of the last will and testament of Shelby Hobbs, as the same appears <sup>record</sup> of in my office, in Will Book No 4 Page 295.

Given under my hand this the 6<sup>th</sup> day of October, 1899.

B. M. Morgan, Clerk



Decree

Virginia

At a circuit Court continued and held  
for Lee County at the Court-house thereof,  
on Monday November the 13<sup>th</sup> 1899.

Harvey Young	Plaintiff	} In Chancery
vs		
Susan, F. Hobbs	Defendant	

This Cause came on this day to be heard upon the bill of the Complainant and exhibit 1 and 2 filed therewith, and was argued by Counsel. And it appearing to the Court that order of publication has been <sup>duly</sup> made, posted, published and completed against the defendant for more than fifteen days before the first day of this term of the Court, and that the said defendant has failed to appear, answer, plead or demur, the plaintiff's bill is taken for confessed against her. And it further appearing to the Court that the attachment sued out in this Cause has been levied on the interest of the said Susan F. Hobbs in the tract of land situated in Lee County Va, of which Shelby Hobbs died seized, and a copy of the said Summons and attachment served on D. T. Boldiron the party in possession of the land, and that exhibit No 1 filed with the bill shows that the said Complainant as executor of the estate of the said Shelby Hobbs overpaid the said defendant the sum of One hundred and eight dollars.



and thirty-one Cents as of June 1<sup>st</sup> 1898.  
it<sup>is</sup> therefore adjudged ordered and decreed that  
The Complainant recover of the defendant the  
Sum of One hundred and eight dollars and  
thirty-one Cents, with legal interest thereon  
from the 1<sup>st</sup> day of June 1898, until payment  
and the Costs of this suit; and<sup>that</sup> unless the  
said defendant, or some one for her, do with-  
in thirty days from the date of this decree  
pay to the said Complainant said sum in-  
terest and Costs, then L. T. Hyatt who is  
hereby appointed a<sup>special</sup> Commissioner for the  
purpose, will on some Court day, at the  
front door of the Court-house of Lee County  
offer the said land so attached for sale, or  
so much thereof as may be necessary to pay  
and satisfy this decree, on a credit of one  
and two years, except Costs of suit and Com-  
missions of sale which he<sup>will</sup> require paid down  
in cash, taking bonds for the deferred pay-  
ments, but before making<sup>said</sup> sale said Com-  
missioner will advertise the same by posting  
written, or printed notices thereof at three, or  
more public places in Lee County, one of  
which shall be on the front door of the  
said Court-house, and another at Dryden,  
Virginia. Before proceeding to execute  
this decree the said Commissioner<sup>will</sup> execute  
bond before the Clerk of this Court, in the  
penalty of two hundred and fifty dollars  
conditioned to faithfully perform his duties



hereunder, and to account for all sums of money recieved by him.

Before the plaintiff shall be entitled to the benefit of this decree, he shall execute bond before the Clerk of this Court in the penalty of two hundred and fifty dollars, Conditioned to perform such future <sup>order</sup> as may be made upon the appearance of the said defendant, and her making defense. Said Commissioner will report his action hereunder to <sup>Court</sup> a future term. And the Cause is continued.

Virginia Lee County to-wit:

I A.B. Munsey Clerk of the Circuit Court for Lee County do hereby certify that the foregoing is a true copy of the bill Exhibits and decree in the Chancery Cause of Harvey Young against Susan F. Hobbs.

Given under my hand this the 8th day of December 1899.

A.B. Munsey Clerk



Harvey Young  
vs } Copy of Record

Susan F. Hobbs

Chk for Copy \$3.00



Harvey Young

r

Susan H. Hobbs,

This cause came on this the 21<sup>st</sup> day of December, 1899, in vacation, at Big Stone Gap, Virginia, to be heard upon the petition of Susan Hobbs which is asked to be treated as a bill to surcharge and falsify the account of Harvey Young, Executor of Shelby Hobbs, deceased, which petition is allowed to be treated as a cross-bill, and it is adjudged, ordered and decreed that said cross-bill be regularly returned and that L. J. Hyatt, Special Commissioner, be and he is hereby enjoined from making sale of the lands in the bill mentioned until further order of this court. But said Susan Hobbs is not to have the benefit of this order until she or some one for her shall execute bond for \$150<sup>00</sup> before the Clerk of this court to pay all damages and cost, <sup>that may be</sup> sustained by Harvey Young by reason of this order.

To Circuit Court Clerk } H. C. W. Stone  
of Lee County } Judge of Lee  
County Circuit Court



\_\_\_\_\_  
Susan J Hobbs

\_\_\_\_\_  
or } Bill of Review etc  
}

\_\_\_\_\_  
Harry Young and  
L. J. Hyatt, Clerk.  
\_\_\_\_\_

~~Peffs~~

Peffs Costs

Shoff 5.26  
50

5.76

Injunction Case

Defts Costs Recovered

Clerk 165

atry 600

\$176.65

5.76

22.41

BAILEY, PRICE & BYARS,

LAWYERS,

Bristol, Va.-Tenn.



To the Honorable H.A.W.Skeen, Judge of the circuit court for Lee county, Virginia:

The separate answer of Harvey Young to the cross-bill filed in this court by Susan F.Hobbs.

Respondent denies each and every allegation contained in said bill. Upon the contrary he says that the said Susan F.Hobbs is a resident of the State of Tennessee; that she is indebted to the respondent in the sum of \$108.31; that respondent is not indebted to said Susan F.Hobbs in any sum of money; that his account as executor of Shelby Hobbs, deceased, is in every respect proper and legal; that respondent has paid to said cross-complainant every cent his account shows that he has paid; that he collected and charged himself in said account with every cent which came into his hands or could or should have so come; that the note of J.K.P. Barron was not due at the time it was paid, but he paid the exact sum he should have paid and respondent charged himself with it in said account; that respondent collected the full amount due from Elisha Bailey et als. as shown by said settlement; that he likewise collected and charged himself with every cent due the estate of said decedent by C.Slemp, J.J.C.Flanary & Bro., and D.L.Jessee; that the stock on the said farm was not appraised at \$100.00, but at \$48.18, and that the whole of said property was turned over to said Susan F.Hobbs at her request at its appraised value, and said sum is charged to respondent in said settlement and also credited to him as a payment to said Susan F.Hobbs as \$48.18, and while this action on the part of respondent, as he is now advised, was not exactly regular, it is an act of which the said widow can not complain because it was done at her especial request, and she got the property; that the three items mentioned of \$43.24, \$9.44 and \$30.75 were debts either of Mr.or Mrs.Hobbs which she expressly



directed respondent to pay for her and for which she executed to respondent receipt which were used as vouchers in said settlement; that, considering the trouble to which respondent was put in looking after said estate, defending unjust claims &c., the commissions allowed him by the commissioner of accounts were not excessive, or even more than reasonable.

The said Susan F. Hobbs was called upon for said \$108.31 repeatedly before the institution of respondent's bill for collection of same, and was time and again notified by him and his counsel that unless she did pay it, suit would be instituted.

Said interest of said Susan F. Hobbs in said farm had not been advertised for sale at the time of the filing of said petition; in fact it has never been advertised for sale.

And now having fully answered, respondent prays to be hence dismissed with his costs &c. &c.

*L. J. Hyatt, p.d.*

RECEIVED  
JAN 10 1880  
JAN 10 1880  
JAN 10 1880



Harvey Young

Ads.

Answer.

Susan F. Hobbs.

*Filed & gone 7th 1900  
AB Munsey Clerk*

in fact it has never been advertised for sale.

advised for sale at the time of the filing of said petition;

Said interest of said Susan F. Hobbs in said farm had not been

that unless she did pay it, suit would be instituted.

of same, and was him and again notified by him and his counsel

desisted before the institution of respondent's bill for collection

The said Susan F. Hobbs was called upon for said \$108.31 and

even more than reasonable.

allowed him in the administration of the estate was not excessive and

in either said estate, defending unjust claims etc., the commissions

that, considering the trouble to which respondent was put in look-

ing respondent's receipt which were used as vouchers in said estate,

directed respondent to pay for her and for which she executed to



Harvey Young                   :  
                                  :  
      vs                        :  
                                  :  
Susan F.Hobbs                 :

In Chancery.

THE DEMURRER AND ANSWER OF SUSAN F.HOBBS TO A BILL IN CHANCERY  
EXHIBITED AGAINST HER IN THE CIRCUIT COURT OF LEE COUNTY, VA.

Respondent demurs to said bill and says the same is not  
sufficient in law. But without waiving any right under said  
demurrer if required to answer further, answering says:-

That it is true as alledged in said bill that she is the  
owner of an interest in a tract of land situated near Dryden in  
Lee County, Virginia; said interest being a life estate in a  
portion of said property devised to her by her husband, Shelby  
Hobbs, dec'd, as will appear from an inspection of a copy of the  
will of said Shelby Hobbs, filed with said bill;

It is also true that she is still the widow of said Shelby  
Hobbs and that she had only one child by him, viz; Alpha, an  
infant who is now the wife of J.G.Torbett;

Your respondent denies that she is or ~~never~~ was a non-resident  
of the State of Virginia. Respondent states that she is now a  
resident of the State of Virginia and was at the time of the  
institution of said suit a citizen of Lee County where she was  
born and raised and where all her immediate relatives now reside.



Respondent here states to the Court that it is not her intention to abandon her citizenship or residence in Lee County or in the State of Virginia. The only real estate she owns an interest in is that referred to in said bill and is located near Dryden in Lee County, Virginia, and it is now and was at the time said suit was instituted her intention to permanently reside on her said farm in Lee County unless some disposition is made of her interest in said property and she has never had any intention of ending her citizenship in Virginia or of becoming a resident of another state.

Respondent here states to the Court that in the year 1897 she moved to Bristol, Virginia, for the purpose of educating her daughter, Alpha Hobbs, at the South-West Virginia Institute and that she rented property for several years in Bristol, Virginia, until her said daughter was married to one, J.G. Torbett. Mr. Torbett and his wife lived with respondent for some months after their marriage when they rented property and moved to Bristol, Tennessee, since which time respondent having leased her farm in Lee County, has been staying with her daughter.

Respondent denies the allegations in said bill that she owes said Harvey Young the sum of One Hundred and eight Dollars, and thirty-one cents (\$108.31) or any sum whatever, on the other hand the said Harvey Young, Executor of Shelby Hobbs, dec'd is indebted to her in the sum of several hundred dollars.



Your respondent states that the accounts of the said Harvey Young, Executor, a copy of which is filed with the bill in said cause, is in many respects improper, erroneous and illegal and that certain amounts there~~for~~ claimed to have been paid to your respondent, have in fact never been paid to her and that the same should not be allowed, that the said Executor did not charge himself with the amounts that he collected or should have collected on the claims due the estate of Shelby Hobbs, dec'd and she hereby surcharges and falsifies said accounts in the following particulars, viz;

1st- In the settlement with the creditors of the said Shelby Hobbs, dec'd marked Exhibit #1 to said bill, the said Executor charges himself with \$111.10 collected from J.K.P. Barrow when said note and interest<sup>that</sup> was ~~and~~ should have been collected amount~~ed~~ to

\$  
\$

---

2nd- That he only charged himself with \$318.00 collected from Elisha Bailey and others when he collected or should have collected \$330.00

3rd- That he only charged himself with \$217.52 collected from C. Slomp when he collected or should have collected \$

4th- That he only charged himself with \$636.00 collected from J.C. Flannery and Brother when he collected or should have collected \$

5th- That he only charged himself with \$300.00 collected from D.L. Jessee when he collected or should have collected \$



6th- That he failed to charge himself at all with the appraised value of stock on the farm of said Shelby Hobbs, dec'd, which stock was appraised at \$100.00, but that in his settlement before said Commissioner marked "Special Statement No.1 in said Exhibit he charged her with \$100.00 for said stock, thereby getting credit for the same.

7th- That in his settlement before the Commissioner of Accounts on January 1st, 1898, a copy of which is filed with said bill as Exhibit #1, to which reference is here made, respondent is charged with three items, viz; \$41.24; \$9.44 and \$30.75, which were not paid to her and which should not have been allowed in said settlement.

The commissions charged by said Executor and allowed in said settlement were unreasonable <sup>and</sup> when taken in connection with his charges in the settlement with D.L.Jessee, Guardian of Alpha Hobbs <sup>an executor</sup> and should not have been allowed, as the said Executor and D.L.Jessee, Guardian of said Alpha Hobbs, were the principal debtors to said estate as will appear from said <sup>account</sup> ~~note~~ and as will otherwise be shown to the Court.

Respondent states that no process was ever served on her in said suit and that she had no knowledge whatever of any suit pending until after a decree, directing a sale of her interest in said land had been entered and then she only discovered it by accident.



Respondent would further state to your Honor that as soon as she had information of said attachment proceedings against her interest in said estate, which was before the sale was made, but subsequent to the decree directing said sale she filed a petition in said cause wherein she denied that she was a non-resident and denied that she owed said debt, and alledged that unless the Commissioner, L.T.Hyatt was restrained from so doing, that he would proceed to sell her interest in said estate to her irreparable damage.

In her said petition, respondent denies under oath the allegations of said bill both as to her non-residency, and as to the debt which was the basis of the said attachment. She also specified in said petition the particulars wherein the settlement of the accounts of Harvey Young, Executor of Shelby Hobbs, dec'd, before the Commissioner of Accounts was defective, erroneous and illegal and asked for a reference if necessary to a Commissioner in Chancery for the purpose of surcharging and falsifying said account.

The prayer for an injunction was granted by your Honor and the following order was endorsed on said petition, viz:-

Harvey Young  
vs  
Susan F.Hobbs

This Cause came on this ~~day~~ the 21st day of December, 1899 in vacation, at Big Stone Gap, Va., to be heard upon the petition of Shelby Hobbs, dec'd, which is asked to be treated as a bill to surcharge and falsify the account of Harvey Young, Executor of Shelby Hobbs, deceased, which petition is allowed to be treated as a cross-bill, and it is adjudged, ordered and decreed that said cross-bill be regularly matured and that L.T.Hyatt, Special Commissioner, be and he is hereby enjoined from making sale of the land in the bill mentioned until further order of this Court.



But said Susan Hobbs is not to have the benefit of this order until she or some one for her shall execute bond for \$150.00 before the Clerk of this Court to pay all damage and cost that may be sustained by Harvey Young by reason of this order!"

To Circuit Court Clerk  
of Lee County.

H.A.W. Skeen, Judge of  
County Circuit Court.

Respondent states to the Court that she executed bond before the Clerk of said Court as required in said order for the sum of \$160.00.

Respondent refers to said petition and exhibits filed therewith and asks that if necessary the same be <sup>made in connection herewith</sup> ~~treated~~ as a part of her answer to said bill.

Respondent here states to the Court that she is advised that the Court had a right to treat <sup>her</sup> said petition as an answer to said bill and she supposed from the restraining order entered by your Honor that the same would be treated as an answer and cross bill and that her denial under oath of the allegations of said bill would put upon the plaintiff in said cause the burden of proving said allegations.

But without taking any proof in this cause, and without proper authority from this Court said Commissioner proceeded to sell and did sell said interest in said estate to one, S.T. Coldiron, as respondent is advised for \$152.00.

Respondent states to the Court that said price is grossly inadequate, that her interest in said land is worth several times the amount for which it was sold and that the confirmation of said sale will work irreparable injury to respondents rights. For the reasons herein stated and for other reasons to be assigned at bar respondent excepts to the report of sale of Special Commissioner, L. T. Hyatt filed in this cause and asks that the same be not confirmed.



The Premises Considered the prayer of respondent is that said petition and exhibits filed therewith and this her answer, be allowed to be filed and be treated as an answer and cross-bill; that Harvey Young in his own right and as Executor of Shelby Hobbs, dec'd, be made a party defendant to said cross-bill and be required to answer the same, but not on oath, answer on oath being waived; that the order formerly entered in this cause authorizing L.T.Hyatt, Special Commissioner, to sell respondents interest in said land be set aside, that any sale made pursuant to said order be set aside or be not confirmed; that all necessary references to a Commissioner in Chancery be made; that the attachment of respondents interest in said land be released and that all necessary orders and decrees be entered in said cause for respondents relief. And she prays for general relief.

*Car & Irwin*  
*Bailey Hyatt*  
*Counsel for defd.*

Signed. Susan F. Hobbs,  
 By Counsel



Harry Young

vs Ans of Delt

Susan F Hobbs

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Filed Nov 8<sup>th</sup> 1900

AB Munsey Clerk



Harvey Young.

Plaintiff.

vs. ( In Chancery.)

Susan F.Hobbs,

Defendant.

Counsel for the complainant stating in open court that since the last term of this court the defendant has paid to him the full amount of the debt herein sought to be collected, and that the said defendant has paid to the clerk of this court the full amount of the costs of this suit, which has been fully disbursed to the parties entitled, it is ordered that this cause be stricken from the docket.



Harvey Young  
vs { Sir Chy  
Susaw F. Hobbs.

Decease Trial

Entered on C.B. No.  
P. 569

Enter this  
June 6th 1901.

A. W. S. M.

since the last term of this court the defendant has paid to him

Counsel for the complainant stating in open court that

Susaw F. Hobbs,

Defendant.

vs. (in Chancery.)

Harvey Young.

Plaintiff.



Harvey Young

Plaintiff.

vs.

(In Chancery.)

Susan F. Hobbs

Defendant.

This cause came on this the 13th day of March, 1901, to be heard on the papers formerly read, and was argued by counsel. And counsel for the complainant stating in open court that he and J.C. Byars, counsel for defendant, had gone over the depositions taken on behalf of the defendant herein and filed March 8th 1901 and by corrections removed the objectionable features thereof, on motion of the said plaintiff, by his counsel, it is ordered that the decree entered in this cause on the \_\_\_\_ day of March, 1901, be set aside. And thereupon the plaintiff, by his counsel, withdrew his motion to quash the said defendant's depositions.

Thereupon this cause came on again this day to be heard upon the papers formerly read and the depositions of witnesses, and on the motion of the defendant to quash the attachment in this cause as having been sued out on false suggestions, and was argued by counsel. On consideration whereof, and the court having considered the evidence and the arguments of counsel, is of opinion that the defendant was, at the time of the institution of this suit, a non-resident of the State of Virginia,

~~and doth so decree,~~ and it is therefore adjudged, ordered and decreed that the defendant's motion ~~And, on motion of the plaintiff by his counsel, this cause~~ to quash said attachment be and the same is continued.

is hereby overruled.  
And the cause is continued.



is continued.

And, on motion of the plaintiff by his counsel, this cause  
and doth so decree.

Institution of this suit, a non-resident of the State of Virginia,  
sel, is of opinion that the defendant was, at the time of the  
court having considered the evidence and the arguments of coun-  
was argued by counsel. On consideration whereof, and the  
this cause as having been sued out on false suggestions, and  
and on the motion of the defendant to quash the attachment in  
upon the papers formerly read and the depositions of witnesses,  
Thereupon this cause came on again this day to be heard  
cations.

Harvey Young  
vs. & Lu Chy  
Susan F. Hobbs

Three overruling  
motion to quash  
attachment.

En. C.D.B. No 6 P. 45.

Enter this  
Haw  
March 13, 1901

This cause came on this the 13th day of March, 1901, to  
Susan F. Hobbs  
vs.  
Harvey Young  
Defendant.  
Plaintiff.



Harvey Young

vs.

Susan F.Hobbs.

This cause came on this day to be heard upon the papers formerly read in the cause, and was argued by counsel. Thereupon the plaintiff, by his counsel, moved the court to quash the depositions of the witnesses, Susan F.Hobbs, Alpha Hobbs Torbett and J.G.Torbett, taken on the 2nd day of March, 1901, at Bristol, Virginia, and filed on the 8th day of March, 1901, because the Notary's certificate thereto does not show that the said depositions were sworn to.; and the court having heard the arguments of counsel on the said motion, and having duly considered the same, doth sustain the said motion. It is therefore adjudged, ordered and decreed that the said depositions be quashed, with leave to the defendants to re-take the same, and the cause is continued.



Harvey Young.

vs. { Lu Chy.

Susan F. Hobbs.

Deceitful Quash-  
ing depositions  
&c.

En. Cal. 6 P. 531.

Enter this decree

H. A. W. Allen  
March 11, 1901



Harvey Young :

vs :

Susan F. Hobbs :

In the Circuit Court Of Lee County.

This Cause came on this day to be heard upon the papers formerly read upon the report of sale of the Special Commissioner, L.T. Hyatt, filed in said cause and exceptions thereto by defendant Susan F. Hobbs and upon the motion of Susan F. Hobbs to file her *demurrer* *which answer is prayed to be treated as a* *and* answer *and* cross-bill, and for her petition formerly filed in said cause to be treated as a part thereof, and was argued by counsel;

Upon consideration whereof it is adjudged, ordered and decreed that ~~(said exceptions be sustained, that)~~ said sale be not confirmed, and that the same be set aside; that the money *said* ~~advanced~~ to said Special Commissioner and the notes executed therefor be returned to the purchaser; that said Susan F. Hobbs be allowed to file her *demurrer* *which answer is treated as a* *\*answer and* cross-bill and that her petition formerly filed be treated as a part of said answer and cross-bill; that the decree entered at the June term of Court *dis* ~~resolving~~ the injunction herein before granted be set aside; that the decree entered in the November term 1899 of this Court, appointing said Special Commissioner, L.T. Hyatt to sell said estate be set aside, and that this cause be proceeded with as if the same had been regularly matured

at this term of Court. *It is further ordered that the answer of Harvey Young to said cross-bill heretofore filed in this cause be, by agreement of counsel, treated as an answer to said cross-bill, filed at this time to which answer the defendant herein replies generally & this cause is continued.* and the ~~the~~ plaintiff joins in the defendant's *demurrer* and replies generally to her answer and this cause is continued



Harvey Young  
v 3 Dress  
Susan F Hobbs

Nov 8th 1900

Enter this-

H A W Sluice

Cultured M.D. 6 P. 4334



Harvey Young

Plaintiff.

vs.

3

In Chancery.

Susan F. Hobbs,

Defendant.

This cause came on this day to be heard upon the bill of the complainant and exhibit ~~2~~ 1 and 2 filed therewith, and was argued by counsel. And it appearing to the court that order of publication has been duly made, posted, published and completed against the defendant for more than fifteen days before the first day of this term of the court, and that the said defendant has failed to appear, answer, plead or demur, the plaintiff's bill is taken for confessed against her. And it further appearing to the court that the attachment sued out in this cause has been levied on the interest of the said Susan F. Hobbs in the tract of land situated in Lee Co. Va., of which Shelby Hobbs died seized, and that exhibit No. 1. filed with the bill shows that the said complainant as executor of the estate of the said Shelby Hobbs overpaid the said defendant the sum of one hundred and eight dollars and thirty-one cents, as of June 1st, 1898. It is therefore adjudged, ordered and decreed that the complainant recover of the defendant the sum of one hundred and eight dollars and thirty-one cents, with legal interest thereon from the 1st day of June, 1898, until payment and the costs of this suit; and that unless the said defendant, or some one for her, do, within thirty days from the date of this decree, pay to the said complainant said sum, interest and costs, ~~xxxxxx~~ <sup>there</sup> L.T. Hyatt, who is hereby appointed a Special Commissioner for the purpose, will on some court day, at the front door of the court-house of Lee County, offer the said land so attached for sale, (or so much thereof as may be necessary to pay and satisfy this decree, on a credit of one and two years, ~~xxxxxx~~ except costs of suit and commissions of sale which he will ~~pay~~ <sup>require paid</sup> down in cash, but before making said

on D. J. Holliman, the party in possession of the land, taking bonds for deferred payments



sale said commissioner will advertise the same by posting written or printed notices thereof at three or more public places in Lee County, one of which shall be on the front door of the said courthouse, and another at Dryden, Virginia. Before Proceeding to execute this decree the said commissioner will execute bond before the clerk of this court, in the penalty of two hundred and fifty dollars, conditioned to faithfully perform his duties hereunder, and to account for all sums of money received by him.

Before the plaintiff shall be entitled to the benefit of this decree, he shall execute bond before the Clerk of this Court in the penalty of two hundred and fifty dollars, conditioned to perform such future order as may be made upon the appearance of the said defendant and her making defense. *Said Comm. will report his action hereunder to court at a future term.*  
And the cause is continued.



Harvey Young  
vs Deere No. 1.

Susah F. Hobbs.

For sale &c.

Entered on Chy O. 13.  
Page 306, 307 & 308.

Enter this decree

H. A. W. S. L.

Novr. 13<sup>th</sup> 1899.

And this is the end of the world.



HARVEY YOUNG

VS

SUSAN F. HOBBS

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The Deposition of Susan F. Hobbs, Alpha Hobbs Torbett and J.G. Torbett, taken before the undersigned Notary Public by agreement of counsel, at the residence of J.G. Torbett in the City of Bristol, *on March 2, 1901* Virginia, to be read as evidence in behalf of the Defendant in a certain attachment suit pending in the Circuit Court of Lee County, Virginia, wherein Harvey Young is plaintiff and Susan F. Hobbs is defendant.

Present:- L.T. Hyatt, Counsel for Complainant.

J.C. Byars, Counsel for Defendant.

The First Witness, Alpha Hobbs Torbett, being duly sworn, deposes and says:-

Ques. 1 by Byars.

Mrs. Torbett, what is your age?

Ans: 18 years of age.

Ques. 2:

Who were you before you were married?

Ans: I was Alpha Hobbs.

Ques. 3:

What relation are you to Susan F. Hobbs?

Ans: She is my mother.

Ques. 4:

Where do you live now?

Ans: In Bristol, Virginia.

Ques. 5:

Where did you live before coming to Bristol?

Ans: Dryden, Virginia.



Ques.6- When you left Dryden where did you go?

Ans. I came to Bristol, Virginia.

Ques.7- Were you alone or was your mother with you.

Ans. My mother was with me.

Ques.8- What was your object or the object of your mother in coming to Bristol?

Ans. She came here to school me.

Ques:9- At what school or college?

Ans. At the South West Virginia Institute.

Ques.10- While you were attending school at the South West Virginia Institute, where did you reside, giving street and number?

Ans. Main Street, No.107 Bristol, Virginia.

Ques.11- How long did you and your mother live at No.107 Main Street

Ans. Something near eighteen months.

Ques.12- When your mother moved from No.107 West Main Street, where did you go?

Ans. Moved to East Main Street, Bristol, Virginia. No.115

Ques.13- Were you living there when you were married to Mr. Torbett ?

Ans. Yes Sir.

Ques.14- How long did you live with your mother, Susan F.Hobbs, in Bristol, Virginia, before you married Mr.Torbett, giving the number of months as near as you can?

Ans. I lived with her something near two years.

Ques.15- After your marriage to Mr.Torbett did you continue to live with her, or did you and your husband go to housekeeping?

Ans. We went to housekeeping on the Tennessee side, No.1108 Shelby Street, Bristol, Tenn.

Ques.16- Who rented that house?

Ans. Mr.Torbett



Q.17- Is that the house you have occupied until you moved to the one you now live in, in Bristol, Virginia?

Ans. Yes Sir.

Q.18- Did your mother Susan F. Hobbs have anything to do with renting the house in Tennessee?

Ans. She did not.

Q.19- Was she keeping house in Bristol, Va., up to the time of your marriage?

Ans. Yes Sir.

Q.20- Has she been keeping house anywhere since that time?

Ans. She has not.

Q.21- Do you mean to say that when you married she broke up housekeeping?

Ans. Yes Sir.

Q.22- Do you know anything of her intention at the time or shortly after your marriage, or did you hear her say anything about returning to Lee County?

Objection by Counsel for Plaintiff.

This question is objected to because anything which witness should have heard defendant say in regard to her intention would be hear say and self serving.

Ans. Yes Sir, her intention was at the time to return to Lee County and <sup>has</sup> ~~have~~ been ever since.

Q.23- Why did she not go back to Lee at that time?

Ans. She was staying with me at that time.

Q.24- At whose instance did she stay with you and what reasons were given, if any, for her not going back to the farm?

Objection by Counsel for Plaintiff.

Any reasons which Mrs. Hobbs should have given Witness for not returning to Lee County, would be hear say and self serving declarations, and therefore objected to.



Counsel for defendant desires to say in answer to Objection by plaintiffs counsel, that the reasons called for are not those given by Mrs. Hobbs, but are the reasons and circumstances which induced Mr. and Mrs. Torbett to keep Mrs. Hobbs with them.

Ans. I wanted her to stay with me, and all of her reason was for not going back she was staying with me, and I wanted her to stay with me as long as possible.

Q.25- Could she have taken possession of her farm in Lee County if she had gone back, or was it leased to Mr. S.T. Coldiron for a term of years?

Question by Mr. L.T. Hyatt.

Q. Was that lease in writing?

Ans. Yes Sir.

The above question by plaintiffs counsel is objected to because it does not call for the best evidence.

In answer to Objection of counsel for plaintiff, counsel for defendant states that he is not undertaking to prove the terms of the contract, but simply the fact that the property was rented at that time to Mr. Coldiron.

Ans. It was leased for a term of two years.

Q.26- What month and what year was it that you all left Dryden and came to Bristol, Virginia?

Ans. October, 1897.

Q.27- When did Mr. Coldiron's term of lease begin?

Ans. The 9th of October.

Q.28- You mean he took possession of the property on the ninth of October?

Ans. Yes Sir



Q.29- Had Mr.Coldiron's term of lease expired when you married Mr.Torbett in March, 1898?

Ans. ~~Yes~~ <sup>No</sup> Sir.

Q.30- Under these circumstances then what were your reasons for not wanting Mrs.Hobbs to return to Lee County?

This question is objected to because together with the foregoing question it is leading.

Ans. My reasons were that I liked to have my mother with me and wanted her to stay as long as she could.

Q.31- You stated above that it has been and is still Mrs.Hobbs intention to return to Lee County, is it not a fact that she has sold her property in Lee County to Mr.Jos.Barker?

Ans. Yes Sir.

Q.32- Where does she expect to live if she returns to Lee County?

Ans. She has relatives there, and she has brothers and sisters there that she can go and stay with at any time and her mother lives there.

Q.33- I will ask you Mrs.Torbett, to state whether or not Mrs.Hobbs has ever suggested that you and Mr.Torbett return with her to Lee County and live on the farm that she owned there?

This question is objected to because any statements made by Mrs. Hobbs to witness would have been a self serving declaration.

Counsel for plaintiff states that one of the objects of this deposition is to prove the intent of the defendant Susan F.Hobbs as to her place of residence and he insists that his questions are legal.

Ans. She has suggested that often to us.

Q.34- Is it not a fact that she had repeatedly (prior to the sale of said farm) urged you and Mr.Torbett to go there with her to live?



Objected to for the same reason as above stated by counsel for  
~~defendant.~~ *Plaintiff*

Ans. Yes Sir.

Q.35- Do you know Mr.Elkanah Pennington?

Ans. Yes Sir.

Q.36- In his depositions taken on the 16th of February, 1901, at Dryden, Va., before W.A.Orr,Jr., J.P. Mr.Pennington states in answer to a certain question that Mrs.Hobbs told him on the morning she left Dryden for Bristol, that she never expected to live there any more; were you present on that occasion. and if so did you hear Mrs.Hobbs state that she never expected to live there any more?

Ans. I was present, but I did not hear her state that.

Q.37- What did she say to Mr.Pennington at that time?

Ans. She did not have any conversation with him. We met him on the walk as we were going to take the train that morning, and he said Good Morning, and said he was sorry we were leaving, and mother said she expected to come back and live there, but she did not know just when.

Q.38- As a matter of fact, you and your mother did come to Bristol, Virginia, at that time and lived here in Bristol, Va., for nearly two years, did you not?

Ans. Yes Sir.

Q.39- What was your object in coming to Bristol, and did you know before you left Dryden where you would live, in other words, had any arrangement been made for you orrival here?

Ans. We had then had a house rented before we came, and she came here to send me to school at the Southwest Virginia Institute.

Q.40- Then from the conversation that occured between Mrs.Hobbs and Mrs.Pennington on the morning she left as you recollect it, Mr.Pennington is mistaken, is he not?

Objected to by counsel for defendant because leading.



Ans. Yes Sir.

Q.41- What is the condition of Mr.Pennington's sense of hearing?

Ans. I can't answer that.

Q.42- You do not know whether or not Mr.Pennington is a little deaf?

Ans. No Sir, I do not.

Q.43- Do you know Mr.Harvey Young, the plaintiff in this suit?

Ans. Yes Sir.

Q.44- In answer to question 6 of his deposition taken on February 16th, 1901, which question is "when she left Dryden where did she go to?" (reference to Mrs.Hobbs) he answers "Bristol", but did not state whether she went to Bristol, Tennessee or Bristol, Virginia and in answer to next question says that he had a conversation with her at her own house, I will ask you to state where Mrs.Hobbs was living at the time the conversation above referred to, took place?

Ans. She was living in Bristol, Virginia, at No.107 West Main Street.

Q.45- Was Mr.Young or Mr.Pennington or Mr.Coldiron ever at your house while you and Mr.Torbett were renting in Tennessee?

Ans. No, but Mr.Young was at our house when we lived on West Main Street in Bristol, Va., and that was the only time he was at our house, and Mr.Coldiron was there once when we lived on West Main Street, Bristol, Va., and he was at our house once again when we lived on East Main, Bristol, Virginia. and Mr.Pennington never was there.

Q.46- The testimony then of these gentlemen about Mrs.Hobbs living in Tennessee, must be from hear say and not from actual knowledge, is it not?

Ans. Yes Sir.

Q.47-Is your mother, Mrs.Susan F.Hobbs, an educated woman?

Ans. She can read, but she can't write.

Q.48- Can you state from your knowledge of the facts and circumstances attending Mrs.Hobbs coming to Bristol, Virginia, and after-



wards going to Bristol, Tennessee, whether or not she, at that time or at any subsequent time intended to reside permanently in Bristol, Tennessee?

Objected to because leading.

Ans. No, she did not.

Q.49- What was the object of your insituting suit in Lee County, against Susan F.Hobbs and others?

Ans. I am an infant, and I suppose the object of the suit was to sell my interest in the real estate in Lee County.

Q.50- Have you made any arrangement for the re-investment of your funds from the sale of this property, and if so, state what?

Ans. We have made an arrangement for the re-investment of the funds, and we have contracted for property on Moore Street, Bristol, Va., from Mr.Allison.

Cross-Examination.

Q.1- Did Mr.Coldiron take possession of the farm near Dryden, Va., known as the Shelby Hobbs farm, about the time you came to Bristol?

Ans. He took possession of the farm when kwe left.

Q.2- That was in October, 1897, if I understand you?

Ans. Yes Sir.

Q.3- Give the time of your marriage to Mr.Torbett, if you remember?

Ans. The first of March, 1898.

Q.4- Then you had been living in Bristol from October, 1897 to March, 1898, a period of about five or six months, when you were married, is this so?

Ans. We had been living in Bristol, Virginia, for a period of about two years when I was married.

Q.5- How can this be, when you came to Bristol, in October, 1897 and married in March, 1898?

Ans. I am mistaken as to being married in 1898 as I should have said 1899.



Q.6- How old were you when you left Dryden?

Ans. Going on fourteen years.

Q7- Give the date of the beginning of your residence on Shelby Street, Bristol, Tennessee.

Ans. We moved over there the 1st day of May, 1899.

Q.8- Did your mother go with you to that place at that time?

Ans. Yes Sir.

Q.9- When did you remove from the Tennessee to the Virginia side?

Ans. I do not remember what day, it was in February, 1901.

Q.10- Did your mother stay at your house at this time, that is, from May, 1899, to February, 1901.

Ans. Yes Sir.

Q.11- During that time was she held and considered a member of your family or merely a visitor?

Ans. She was just staying with us and was not considered as a member of the family.

Q.12- Since October 1897, has your mother ever been back to Lee County for any purpose?

Ans. No Sir.

Q.13- Mr. Coldiron's contract for the lease of the Hobbs farm expired in October, 1899, did it not?

Ans. Yes Sir.

Q.14- Then from October, 1899, to the date of the contract of the sale to Barker, there was nothing to prevent her taking possession and occupying said farm, was there?

Ans. Nothing that I know of.

Q.15- You say your mother has intended all the while since you have been in Bristol to return to Lee County, how do you know what her intentions were?

Ans. I have heard her say.

Q.16- Have not the relatives of your mother whom you have mentioned, that is, her brothers and her mother, lived in Lee County all the



time since she has been in Bristol?

Ans. Yes Sir.

Q.17- Was not your mother at one time engaged in business in Bristol?

Ans. She was engaged in business in Bristol, Virginia, at one time.

Q.18- For how long?

Ans. I do not remember the exact time, but think something near six or eight months.

Q.19- When as near as you can remember?

Ans. I do not remember what month it was, but it was in 1898.

Q.20- You say in answer to a question by Mr. Byars that you did not hear your mother say to Mr. Pennington that she never intended to return to Dryden to live, or words to that effect. Could not your mother have used this language to Mr. Pennington without your having known it?

Ans. <sup>220</sup> Yes Sir.

Q.21- Do you know that you heard all of the conversation between them on that occasion?

Ans. Yes Sir, I did.

Q.22- Nothing could possibly have been said which you did not hear?

Ans. No Sir.

Q.23- You are positive of this?

Ans. I am.

Q.24- I believe you say you know Mr. Pennington?

Ans. Yes Sir.

Q.25- Is he a man of high character and truthfulness, or otherwise?

Ans. I do not think I can answer that question.

Q.26- You were quite young when you left Dryden, were you not?

Ans. Going on fourteen years old.



=11=

And further this deponent sayeth not.

The signature to the above deposition, being taken by a stenographer, to be type-written, is waived.

Next Witness, Susan F.Hobbs, being duly sworn, deposes, as follows:-

Q.1- Please state your age?

Ans. Forty-Three.

Q.2- Are you the Susan F.Hobbs referred to in the attachment suit of Harvey Young, pending in Lee County?

Ans. I am.

Q.3- Please state, Mrs.Hobbs, why you left Dryden and came to Bristol, Virginia?

Ans. I left Dryden and came to Bristol, Virginia, to school my daughter, as I thought it was best to be with her and board her myself. It was Mr.Hobbs intention to send her here and he wanted me to send her to school, and I thought it would be sort of a rest for me.

Objection.

The foregoing answer is objected to because immaterial, that is, the latter part of it.



Q.4- You say it was Mr.Hobbs request that you should see that Alpha came to Bristol to be educated, did you come here in compliance with that request and if so state what was done towards carrying out that request.

Objection.

This question is objected to because immaterial. Mr.Hobbs made a will, a copy of which was filed in this suit, and no such request is contained therein. The question ~~at~~<sup>is</sup> issue in this case is first, whether or not at the time of the institution of this suit Mrs.Hobbs was a resident of the State of Virginia, second, whether or not the ~~statement~~<sup>Settlement</sup> filed as an Exhibit with the bill is correct.

Counsel for defendant states that he has legally undertaken to bring before the Court all the facts incident to Mrs.Hobbs removal from Lee County up to the present time, to show that it was never her intention to become a non-resident of the State of Virginia or to permanently reside in Bristol, Tennessee.

Ans. I do. She went one session at the Southwest Virginia Institute, started in another session at the S.W.Va.Institute and her health became bad and the doctor advised her to stop.

Q.5- Where did you reside during this period?

Ans. Bristol, Virginia.

Q.6- Were you keeping house?

Ans. I was.

Q.7- When was your housekeeping discontinued?

Ans. When Alpha married.

Q.8- What did you do then?

Ans. I stayed with her. She was the only child and I was staying with her.

Q.9- Who was on your farm in Lee County at that time?

Ans. Mr.S.T.Coldiron.

Q.10- For what length of time did he have it leased and from what date?



Ans. Two years, I can't recall the dates, but it was<sup>from</sup> about the time when we left that he took possession.

Objection.

This question and answer are objected to because immaterial and because it is in evidence that the contract of lease is in writing and this is not therefore the best evidence.

Q.11- I hand you herewith a paper purporting to be a contract between yourself and S.T.Coldiron, which you will please examine and state whether or not that is the contract of lease above referred to and if so, file the same with your deposition?

Ans. I can't read writing, but I file this paper you hand me with my deposition.

Q.12- What was your intention at the time Alpha married Mr.Torbett about going back to Lee County and why did you not go back?

Ans. My intention was to go back and they would not agree to live on the farm and I could not get them to go back.

Q.13- Have you at any time since then intended to go back to the farm in case it was not sold?

Ans. Yes Sir. I think if it had not been sold I would have went any how whether they went or not.

Q.14- Now that the farm is sold, where do you expect to reside, in Bristol, Virginia with your daughter or in Lee County with your relatives?

Ans. If I am here I will be with her. I think I will go back to Lee County as my health is not good here in Bristol.

Q.15- It has been stated in depositions taken in this case by Mr.Young that you were a resident of Bristol, Tennessee, please state whether or not at the time of the marriage and removal of your daughter to Bristol, Tennessee; it was your intention to become a resident of Bristol, Tennessee or whether you have at any time since then been a resident of Tennessee?

Ans. It was not my intention to become a resident of Bristol, Tennessee



and I have not at any time since been a resident of Tennessee. I have been staying with my daughter.

Q.16- Mrs. Hobbs, you say you can neither read nor write, do you remember from statements made to you the amount due you by <sup>Harvey Young</sup> ~~W. H. Cox~~ from the estate of your husband Shelby Hobbs.

Ans. I do not remember. It was something near Six Hundred Dollars.

Q.17- I see in his statement of receipts and disbursements made before the Commissioner of Accounts of Lee County (a copy of which is filed with the papers in this cause) that he has credited you by one third of \$1774.16, making \$591.38 and he has charged you with the following items about which I will ask you in detail. The first item in his account is one of June, 13th, 1897, in which he claims to have paid you as Legatee \$48.18, do you recall whether or not that amount was paid to you in money or was it the appraised value of the personal property?

Ans. It was not paid to me in money. My recollection is that the property was appraised at \$100.00.

Q.18- I see from said statement of the <sup>account</sup> ~~amount~~ that <sup>it</sup> ~~gives~~ the said <sup>Credit for</sup> Executor no such amount for personalty. If he charged you in his <sup>statement</sup> ~~statement~~ with you with \$100.00 and failed to charge himself as receiving that amount he will still owe the estate One Hundred Dollars will he not?

Ans. Yes Sir.

Q.19- I see from his special statement Number One that he has charged you on May, 26th, 1897 with \$100.00 and on June 2nd, 1897 with \$100.00 did he ever pay you those amounts or either of them, and if so, state which was paid and which was not?

Ans. Well, one of them is correct and I don't know which one, that \$100.00 that Cox got I reckon.



Q.20- I show you here a note signed by E.D.Cox, payable to yourself for \$100.00 bearing interest from date, and dated May, 26th, 1897, the same date as one of the items with which you are charged in Mr.Young's statement, was not that ~~money~~ note executed for the money which was paid to you by Mr.Young on May, 26th, 1897?

Ans. Yes Sir. The \$100.00 Cox got he got it out of Mr.Jessee's hands as well as I remember.

Q.21- Please state whether or not the other item of June, 2nd, 1897, just a few days after the Cox note was executed, was paid to you by Mr.Young, and if so, how was it paid?

Ans. It was not paid. I never received a nickel of money out of Mr.Young's hands.

Q.22- I see in the same account he has you charged with \$26.50, state if you can how that item was paid, if at all and to whom?

Ans. That was a store debt he settled ~~for~~ me I reckon.

Q.23- That statement after allowing him 10% Commissions and disbursements accounted for monies paid out or purported to have been paid out up to July, 1st, 1897, at which time it appears from said account he owes you a balance of \$289.24 with interest to the date of his final ~~settlement~~ settlement making \$297.91, he claims to have disbursed as follows:- One Item of December, 15th, 1897 for \$275.00, is that item correct?

Ans. Yes Sir, that is correct.

Q.24- Another item of May, 24th, 1898 of \$20.00 is that item correct?

Ans, Yes, that is correct.

Q.25- Another item of October, 6th, 1897 of \$9.44, is that correct?

Ans. . Yes Sir.

Q.26 Another item of same date of \$41.24, is that item correct?

Ans. I reckon it is, that is another store debt.

Q. 27 Another item of same date of \$30.75, is that item correct?

Ans. Yes Sir.



Q.28 That completes the list of items, except 10% commissions,

\$29.79. From this statement it seems that Mr.Young claims to have over-  
paid you as of June, 1st, 1898, \$108.31, now if he failed to charge  
himself with the personal property at \$100.00 and got credit for that  
amount in his settlement with you, or if he failed to pay you the  
\$100.00 item of June, 2nd, 1897, you do not owe him that amount,  
do you?

Objected to because leading.

Counsel for defendant desires to state that by reason of the misfortune  
of his client in not being able to read or write it is necessary for  
him to state the facts as shown by the statement and ask her whether  
or not these facts are correct?

Ans. I do not.

Q.29 You charge in your answer that Mr.Young as Executor of Shelby  
Hobbs, collected or should have collected certain amounts from various  
parties, when he charged himself with lesser amounts, I will ask you  
to state who has been attending to your business for you since you  
came to Bristol, and whether or not you have been advised by your  
agent that the calculation of these amounts are correct?

Ans. Mr.J.G.Torbett has been seeing after the business for me. I  
have talked to him and my attorney, Mr.Byars, about it.

Q.30 As a matter of fact, then Mr.Torbett is more familiar with your  
business matters and the account of Mr.Young, than yourself, is he?

Ans. Yes Sir.



Cross Examination.

Q.1- What personal property outside of the notes and bonds did your husband Shelby Hobbs own at the time of his death?

Ans. He had two cows, some twenty odd head of hogs, one horse and one colt, and a small amount of farming <sup>implements</sup> ~~instruments~~, some household and kitchen furniture.

Q.2- Did Mr. Young as Executor of your husband's will have said property appraised by Elisah Bailey or R. A. Orr and D. L. Jessee?

Ans. Yes the property was appraised.

Q.3- Was said property sold by a public auction or otherwise?

Ans. Yes the property was sold.

Q.4- Who bought it?

Ans. I will have to study a while on that, some I can remember and some I can't.

Q.5- Tell the name of any person who purchased any of said property if you can from Mr. Young, Executor?

Ans. I think Mr. J. E. Hobbs bought the hogs and Mr. Flannery the horses, but I don't remember who bought the cattle.

Q.6- Did Mr. Young turn over any of said property to you at its appraised value, if so, how much?

Ans. I can't answer that question.

Q.7- Who sold the hogs to Mr. J. E. Hobbs, Harvey Young or you?

Ans. I sold them to him.

Q.8- Did Mr. J. E. Hobbs pay you for the hogs or Mr. Young?

Ans. Mr. Hobbs paid me for them.

Q.9- Did Harvey Young or you sell the horse to Flannery.

Ans. I do not remember about all of them things now.

Q.10- Do you not know it to be a fact Mrs. Hobbs, that no public sale by Young, Executor was made of said property, but that you yourself a short time prior to your removal ~~to~~ Bristol made sale of all of said personal property except what you brought with you?



I do not understand the question.

Q.11- Was there any public sale made of your husbands personal property after his death to the highest bidder by Harvey Young, Executor?

Ans. There was no public sale.

Q.12- Did you not sell said property yourself to various parties a short time before you came to Bristol?

Ans. I reckon thats right.

Q.13- Mr.Young is charged in his settlement referred to above in these depositions with \$48.18 amount turned over by appraisers, and ~~takes~~ credited for the same amount as a payment to you as legatee. If \$48.18 was the appraised value of all of said personal property and Mr.Young turned over said property to you and charged it to you in said settlement, is not the statement correct in regard to said appraised personal property?

Ans. Yes, that is correct.

Q.14- Who is the Mr.Cox spoken of by you in your examination in cheif?

Ans. E D.Cox, the Baptist Minister.

Q.15- For sometime before you left Dryden and also after you came to Bristol, were you not on terms of friendship with said Cox?

Ans. I lived in the house with them eight or nine months.

Q.16- After the death of your husband and up to the time you left Dryden did not Mr.Cox attend largely to your business for you?

Ans. No Sir, he did not.

Q.17- Was it not at his suggestion and largely through his influence that you moved to Bristol?

Ans. No Sir.

Q.18- If I understand you, you state in your examination in chief, that Mr.Young never did pay you any money, is this correct?

Ans. I never received any money out of Mr.Young's hands that I remember of.



Q.19- How was the \$275.00 item paid to you?

Ans. He brough it up here and wanted to know of me what I wanted done with it, put it in the Bank here or loan it to some one down home, and I told him I had rather loan it to some one <sup>L.m.</sup> there and he took it back and let Mr. ~~F.P.~~ Wade have it.

Q.20- Did you ever sign a receipt to Mr. Young for \$100.00 and have A.K. DeBusk ~~and~~ of Dryden to put your signature to the same'?

Ans. I did not.

Q.21- Did you ever owe Mr. DeBusk \$100.00?

Ans. No.

Q.22- Did you get Mr. DeBusk to pay for you to any person \$100.00?

Ans. No Sir.

Q.23- How long did you live or stay with your daughter in Tennessee and from what time to what time?

Ans. Near about two years.

Q.24- You say, if I understand you that your intention has always been to hold your residence at Dryden, Lee County, Virginia, is that correct?

Ans. I may go back there, and be backwards and forwards.

Q.25- During the time you were living in the house with Mr. E. D. Cox and at said house, did you not time and again tell him that you never expected to return to Dryden?

Ans. No Sir, nor nobody else.

Q.26- About the time you left Dryden to come to Bristol, on the walk between Elkanah Pennington's and the Depot at Dryden, did you not tell him that you were going to Bristol and never expected to reside in Lee County again, or words to that effect.?

Ans. I did not.

Q.27- I believe you were the second wife of Shelby Hobbs?

Ans. I was the third wife.

Q.28- Did he not have children by former marriages?

Ans. His first wife had one child, and quite a number by the second.



Q.29- In his will, Mr.Hobbs practically cut off his children except your daughter, did he not, from a share in his estate.?

Ans. Yes Sir.

Q.30- Is it not a fact that said former children of Mr.Hobbs were very much dis-satisfied with his Will and the disposition of his property thereby?

Ans. They might have been.

Q.31- Do you not know it to be a fact that you were accused by Mr. Hobbs former children and also by some of your neighbors of bringing about the death of your husband prematurely?

The above question is objected to because immaterial illegal and not responsive to <sup>the</sup> examination in chief.

Ans. I heard that after I came up here.

Q.32- Do you not know that you were also accused by said children and possibly others of using undue influence over Mr.Hobbs in making the will he did make?

Same objections to this question.

Ans. *I do not know.*

Q.33- Now, in the conversation with Mr.Elkanah Pennington above spoken of, did you not give as a reason for the statement that you never intended to return to Dryden to live, that you were afraid of Mr. Hobbs children by former marriages?

Ans. No Sir, I never had such talk.

Q.34- Did you not also tell Mr.Harvey Young at your residence in Bristol, Virginia, that you were afraid of Mr.Hobbs children by former marriage, and for this reason never expected to return to Dryden to live?

Ans. I did not, I had no such talk to Harvey Young. His children always came around and I always treated them very kind and got along very well.

Q.35- Did you not tell R.W.Orr, D.L.Jessee, A.K.DeBusk, J.S.Cox, A.D.Cox and divers other persons in and about Dryden a short time before you removed to Bristol, that you were afraid to live at



Dryden and for that reason was going to move away?

Ans. I did not.

Counsel for ~~plaintiff~~ <sup>def</sup> objects to the foregoing question and answer, First, because not responsive to the examination in chief and in asking that question counsel makes the plaintiff his own witness, and Second because, as has been heretofore stated the issue in this case is the non-residency of <sup>the</sup> witness, and she has stated in her examination in chief that she was not fully determined whether she would reside in Lee County or in Bristol, Virginia, and therefore her statements about leaving Dryden and not returning are immaterial.

Q.36- Have you not contracted your interest of the Shelby Hobbs farm near Dryden, for sale to Jos.B.Barker?

Ans. Yes Sir.

Q.37- Is said contract in writing?

Ans. Yes Sir, it is.

Q.38- Will you please file a copy of it with your deposition marked "Exhibit"?

Ans. <sup>Yes</sup> Yes Sir.

Q.39- From this contract I notice that you are to receive \$500.00 <sup>for</sup> your interest in said farm, \$250.. of which has already been paid to you, and the residue of which is to be paid on the confirmation by the Lee <sup>Co</sup> Circuit Court of the contract of the sale of Alpha Hobbs Torbett's interest in said farm to said Barker, now, if the settlement made by Mr.Young before the Commissioner of Accounts for Lee County Court is held to be good by the Court, and you receive the balance due you by Mr.Barker,you will have no property out of which Mr. Young's debt can be made by legal process, will you?

Ans. Of course I will have none in Lee County.

Q.40- If the Court should hold that you were not at the time of the institution of this suit a resident of Tennessee, but of Virginia, this suit would be dismissed for want of jurisdiction. <sup>How</sup> how is it not



a fact that it is your intention to have this done if possible, collect your \$250.00 from Barker and then defeat Mr. Young in the collection of his claim?

The above question objected to for the reason that it assumes that Mrs. Hobbs is indebted to Young, when the chief issue in this case is that she is not so indebted, but that Young is indebted to Mrs. Hobbs.

Ans. I do not have to answer that question.

Q.41- If the Court should hold that the <sup>settlement</sup> ~~statement~~ made by Mr. Young is correct and that you are due him \$108.31, is it not your intention to avoid the payment of this debt if by any means you can?

Ans. Why, I can answer it this way, I do not think that I owe Mr. Harvey Young anything.

Q.42- If the Court should hold that you owe him, would you be willing to pay it?

Ans. Well, I would do like all the rest of us, pay it if I <sup>have to</sup> ~~can~~.

Q.43- Do you mean by this that he could only get it by legal process?

Ans. Well, Yes. Harvey Young has treated me awful mean. He has told down there that he has been in my house time and again to get me to compromise and he has never been in my house in Bristol but only the one time, that was to pay the \$275.00 Dollars to me.

Q.44- To whom did Harvey Young use this <sup>language</sup> ~~clause~~?

Ans. Well, I do not remember now.

Q.45- Is it not a fact that both Mr. Young and myself as his Attorney, wrote you repeatedly before the institution of this suit for a settlement of said claim?

Ans. Well, when we lived on Main Street we hardly ever got our mail. While I was in the house with E.D. Cox I hardly ever got my mail, and it was with him whether I got any mail or not.

Q.46- Did not your son-in-law, Mr. Torbett inform you that he had received several communications from Mr. Young, asking for a settlement of said claim?



Ans. Yes, ~~he~~ had a letter or two from Young about the business, but I do not remember ever having one from you.

Q.47- What age man was Shelby Hobbs at the time of his death?

Ans. Was 92 as well as his age was counted.

Q.48- Did not Harvey Young for years prior to your husbands death have control of his affairs?

Ans. No, he did not.

Q.49- Did he not loan Mr. Hobbs money, and ~~this~~ <sup>take</sup> notes and other security for the same?

Ans. No, Sir.

Q.50- Did he not write Mr. Hobbs notes, contracts, bonds and his will?

Ans. He wrote his Will and that is all.

Re-Examination.

Q.1- Did you or did you <sup>not</sup> have a statement of the notes made off that went into the hands of Harvey Young, Executor, shortly after Mr. Hobbs death, and if so will you file this statement with your depositions?

Ans. Yes, I had D.G. Reece make off such a statement and I file it herewith with my depositions.

Re-Cross-Examination.

Ans.1- Do you know this list you have just filed to be correct?

Ans. Well, I do not know, it seems as if he made a mistake in it some way, I can't say.

And further this Deponent sayeth not.

*Signature waived by agreement of  
Cousch*



1887 Sheen, Hobbs & Co.  
Jan 11 J. K. D. Barron  
To note \$ 115.00

1890 Harvey Beal & H. Young  
Dec 15 To note \$ 200.00

1891 Cr	\$ 12.00
Jan 2, 93 "	12.00
" 2, 94 "	12.00
" 2, 95	12.00
" 2, 96	12.00
" 2, 97	12.00
Jan 92	12.00

1896 R. W. Worn & Son local  
Jan 1 To note \$ 400.00  
" 1, 97 Cr \$ 24.00

1892 J. K. Debusch &  
J. W. Pisington  
To note \$ 100.00

Jan 92 Cr	\$ 6.00
" 1 93 "	6.00
96	6.00
97	20.86



1896 Harvey Young &  
Elisha Bailey

Dec 19 To note \$ 300 00X

1886 C Slerry &  
Elkanah Pennington  
Harvey Young

Aug 10 To note 214 00X

Feb 20, 92 Cr \$ 44 94

" 1, 95 " 13 00

March 7, 96 Cr 30 00

1896 J J & B Hamman & Bros

May 14 To note \$ 600 00X

1893 D L Jeffee &

G B Jeffee

Apr 17 To note \$ 300 00

" 17, 94 Cr 18 00

" 17, 95 " 18 00

" 17, 96 " 18 00

" 17, 97 " 18 00



Article of agreement entered  
into by and between Susan F Hobbs  
on the first part, and S. T. Coldiron on  
the second part.

The said Susan F Hobbs of the first  
part, agrees to rent her whole and  
entire farm to the said S. T. Coldiron  
for two years.

The said S. T. Coldiron of the second  
part, agrees to pay the said Susan F. Hobbs  
one third of all the proceeds of said  
farm for the said two years, beginning  
November 31st. 1897.

The said S. T. Coldiron further agrees  
to do all necessary fencing on said  
farm for the privilege of pasturing  
his own stock on said farm for the  
said two years time.

The said S. T. Coldiron further agrees  
to take care of all rents at said farm and  
dispose of the same (rents) by the instructions  
and best judgment of D. L. Jesse Whom  
I authorize to superintend these things.

This Oct. 15. 1897.

Susan<sup>her</sup> F Hobbs

S. T. Coldiron<sup>mark</sup>

Witnesses } E. D. Cox  
L. L. Jesse

Harvey Young  
Executor of the will of Shelby Hobbs,



Article of agreement  
Susan F. Hobbs  
and  
J. T. Goldiron



Next Witness, J.G.Torbett, being duly sworn, deposes and says, as follows:-

Q.1- State your age and residence?

Ans. Age 25, Residence #109 Solar Street, Bristol, Virginia.

Q.2- What relation are you to Susan F.Hobbs, the defendant in this suit?

Ans. I am a son-in-law.

Q.3- Have you attended to any of her business prior to your marriage and have you since that time been her agent?

Ans. Yes Sir, I attended to some of her business before I was married and since I have been married. Before I was married she came to me for advice. I attended to her business altogether, *after I was married*

Q.4- Where did Mrs.Hobbs live when you first knew her and where was she living when you married her daughter, giving the date of each as near as possible?

Ans. She was living at #107 West Main Street, Bristol, Virginia, when I became acquainted with her the latter part of October, 1897. She was living at #115 East Main Street, Bristol, Va., when I married her daughter on March, 1st, 1899.

Q.5- How long was it after your marriage to her daughter until you rented property in Tennessee?

Ans. Two months.

Q.6- Did Mrs.Hobbs have anything to do with the renting of the house in which you live *a* ?

Ans. No Sir, not at all.

Q.7- Did she have anything to do with the management of the household affairs or the management of the family while she was with you there?

Ans. Not at all.

Q.8- Did you know anything of Mrs.Hobbs arrangements at the time of your marriage or shortly thereafter about where she would go or where she would reside, and if so state what you know?



Ans. Yes, when we were married she talked about going back to Dryden to make her home there and on my suggestion she stayed with us, just temporarily, as she expected to go back at Dryden at any time and broke up house-keeping altogether.

Q.9- At the time you were married who had possession of her farm in Lee County?

Ans. S.T.Coldiron.

Q.10- How long was it before Coldiron's contract expired at that time ?

Ans. March 1st to November 30st.

Q.11- Has Mrs.Hobbs since you moved to Tennessee ever talked with you about going to Dryden to live and take charge of her property there?

Ans. Yes Sir, ~~for~~ frequently she asked us to do that. She is not satisfied here and wanted to go back and take charge of her farm.

Objection.

All statements made by Mrs.Hobbs to the witness are objected to because hear say and self serving declarations.

Q.12- You are a party to the suit filed by Alpha Hobbs Torbett against Susan F.Hobbs and others in Lee County, for the sale of her interest in the real estate there, are you not?

Ans. Yes Sir.

Q.13- As her Agent, where do you propose to reinvest the funds arising from said sale?

Ans. In Bristol, Virginia.I have contracted for property on Moore Street, Bristol, Virginia. I don't know the number of the house.

Q.14- Is Mrs.Hobbs with your family now and do you know whether or not it is her intention to remain with you?

Ans. She is with us now. I don't know whether she will remain or not. I do not suppose she will.

Q.14- You have known Mrs.Hobbs and been intimate with her since October, 1897, please state whether or not she is or ever has been a resident of the State of Tennessee or whether or not it was her



intention to remain there permanently when she broke up housekeeping at her home in Bristol, Virginia.

Ans. She is not and never has been a resident of Tennessee, because when she broke up housekeeping, she went with me to Tennessee and did not like <sup>in</sup> and tried to get me to rent property on the Virginia side, and also at that time wanted me to go to Dryden.

Q.16- You have examined the memorandum or statement of the notes due Shelby Hobbs, dec'd that went into the hands of his Executor, which statement is filed with the depositions of Susan F. Hobbs in this case made a calculation of the amounts due on some of said claims, which are referred to in the answer and cross-bill of Susan F. Hobbs filed in said cause, wherein she charges in the first instance that said Harvey Young collected or should have collected a certain amount <sup>from</sup> J.K.P. ~~Barro~~<sup>Barron</sup> when he only charged himself with <sup>\$11.10</sup> ~~11.10~~ in his report to the Commissioner of Accounts, please state what amount <sup>he</sup> ~~you~~ did collect or should have collected counting the interest on said note.

Ans. Yes, I have examined those notes or a copy of them and made calculation on same and find the amount of J.K.P. Barro~~n~~<sup>n</sup>, principal and interest to be \$117.66

Q.17- State what amount <sup>he</sup> ~~you~~ did collect or should have collected from Elisiah Bailey?

Ans. He should have collected \$330.00

Q.18- What amount did he collect or should have collected from C. Slomp?

Ans. \$239.26

Q.19- What amount did he collect or should he have collected from J.C. Flannery and Brother.

Ans. \$637.70

Q.20- What amount did he collect or should he have collected from D.L. Jessee?

Ans. \$307.50

Q.21- What is the total sum that he did collect or should he have



collected over and above the amount he charged himself with in his account?

Ans. \$57.74 when he should have collected \$95.50 from A.K. DeBusk where he charged himself with \$87.26

Q.22- Susan F. Hobbs in her deposition states that one item with which she is charged, viz; \$100.00 alleged to have been paid her on June, 2, 1897, states that said amount was never paid to her, if she is correct what amount according to your calculation will Harvey Young be due her on a proper settlement of said account?

Ans. If she be correct, it would be \$157.74, that much less \$108.31, which ~~xx~~ he claims she owes him, which amount would be \$49.43

Q.23- It appears from the statement of said Harvey Young that he charged in round numbers about \$250.00 for the disbursements of the funds that came to his hands as Executor, please examine this statement and say whether or not you regard this as an unreasonable price for the services rendered, it being 10% on the amount disbursed.

Ans. Yes, I think it was an unreasonable charge, that 5% would have been enough for the reason that the Executor and the Guardian were the largest debtors to the estate, and thereby saved him the trouble of making collection, that otherwise he would have had to make.

Q.24- The commissions that he charged Mrs. Susan F. Hobbs for his services amounted to \$57.25, what would be the difference his commission being 5%?

Ans. It would be \$28.62

Q.25- Then if as above stated he owes her \$49.43 on a proper settlement by allowing him only 5% on the amount disbursed, what would be the total amount due Mrs. Hobbs?

Ans. \$78.05

Q.26-

Cross- Examination.

Q.1-



Q.1- If I understand you, Mrs.Hobbs kept house from the time she came to Bristol until about two months after the marriage of your daughter? is that correct?

Ans. Yes Sir.

Q.2- When you rented property in Bristol, Tennessee and moved into it what became of Mrs.Hobbs household and kitchen furniture?

Ans. Part of it was sold and the rest she turned over to my wife.

Q.3- How much did she sell and how much did she turn over to your wife?

Ans. I do not remember exactly, but she sold a suit of furniture out of one room, and I do not remember just what she had.

Q.4- Is it not a fact that by far <sup>the</sup> ~~a~~ larger part of her household and kitchen furniture was moved to <sup>your</sup> ~~her~~ house in Bristol, Tennessee.

Ans. No, not the larger portion of it, but all the kitchen furniture was.

Q.5- How about beds and bedding?

Ans. Well, there was not a bed moved that I know of.

Q.6- You speak of the intention of Mrs.Hobbs in regard to her residency in your examination in chief, will you please state how you know what her intentions were?

Ans. Well, I know by her telling me herself.

Q.7- Please give the date as nearly as you can on which you moved to the place where you live now?

Ans. Sometime between the 20th and 25th of February, 1901.

Q.8- Mrs.Hobbs lived at your house or stayed there something near two years in Bristol, Tenn., did she not?

Ans. Yes Sir, about twenty months.

Q.9- Was she not staying at your house in Bristol, Tenn., on September, 19th, 1899.

Ans. Yes, she was staying at my house.



Q.10- Who made the copy of the Shelby Hobbs notes or bonds, from which you made your calculation?

Ans. I do not know, but I was told that Mr. Reece made them.

Q.11- Do you know that they were copies?

Ans. Well, I can say that the copies correspond with some of the notes, because I saw the notes myself and that is all I can go by.

Q.12- Which of the notes have you seen?

Ans. I have seen the A.K. DeBusk, D.L. Jessee and Robert Orr notes.

Q.13- In whose hands were they when you saw them?

Ans. In my own.

Q.14- Have you them now?

Ans. No Sir.

Q.15- Did you compare them word by word ~~from~~ <sup>with</sup> the copies from which you made your calculation?

Ans. I can not say that I compared them word for word, but compared them very closely in making calculations.

Q.16- Did you have said original note<sup>s</sup> when you made said calculation?

Ans. Yes Sir.

Q.17- Where are said copies of said notes now?

Ans. They were to-day filed as Exhibits to the deposition of Mrs. Hobbs.

Q.18- Outside of the three notes which you have seen do you know that said statement gives the correct dates, amounts and credits of said notes?

Ans. No Sir.

Q.19- I notice that the only reference made to the J.K. P. Barron<sup>n</sup> note on said ~~said~~ <sup>Reece</sup> statement is dated Jan. 11th, 1897 and the amount \$115.00, how did you arrive at the amount \$117.66?

Ans. I counted the interest on the principal from the date of the note to the date of settlement June, 1st, 1897.



Q. 20- What right did you have to do this?. How did you know that the note bore interest from date?

Ans. Well, it is customary that a note bear interest from date unless it is otherwise specified in the note.

Q. 21- On the contrary, it is <sup>not</sup> customary that a note only bears interest from the date it is due, unless otherwise specified?

Ans. Does the note specify when it was due?

Q. 22- I do not know, do you?

Ans. I do not know the Virginia law, but I think a note bears interest from date unless it says in the face of the note, specified time after date.

Q. 23- The statement of said notes made by Mr. Reece does not show, does it, from what date the <sup>Barrow</sup> ~~bearing~~ note should draw interest?

Ans. This statement does not show.

Q. 24- You state in your Examination in chief that some of the notes were against Mr. Young himself, will you please state which one.

Ans. This statement says Harvey Young and Elisiah Bailey notes of Three Hundred Dollars.

Q. 25- In your calculations to what date did you calculate the interest on the D. L. Jessee note?

Ans. June, 1st, 1897.

Q. 26- Why did you do this?

Ans. Because that is the date of the settlement.

Q. 27- Suppose Mr. Young collected the Jessee note immediately after his qualification as Executor, would it have been proper to charge him with interest on it to June, 1897?

Ans. I do not think he collected it at all. Really he should have been charged with interest on it <sup>to</sup> ~~from~~ the time he turned the Guardian ship money over to Mr. Jessee.

Q. 28- When did he do that?

Ans. October 20th, 1897.



Q.29- Does not said statement show that Mr.Young is charged with interest on said amount up to November, 1st, 1897. I refer you to special statement of Number 2 of said ~~statement~~ *settlement*?

Ans. Statement shows charges of \$23.65 interest on \$1182.78 to November, 1st, 1897, but does not say from what date.

Q.30- Have you in regard to the other notes calculated the interest in the same manner in which you have in regard to the <sup>se</sup>two notes, about which I have questioned you?

Ans. I calculated the interest on all notes from their date up to June, 1st, 1897.

Q.31- If the Commissioner who made Mr.Youngs ~~statements~~ *settlement* calculated interest on his collections from the time of his qualification up to November, 1st, 1897, Mr.Young is charged with all the interest he ought to be charged with, is he not?

Ans. Yes Sir.

Q.32- According to your calculations you say Mrs.Hobbs is entitled to charge Mr.Young an additional sum of \$57.00, would not a part of this \$57.00 probably belong to your wife under the will of Mr.Hobbs?

Ans. It was never charged to him in the statement, I mean charged to him in the *settlement with the* estate.

Q.33- Then one third of the \$57.00 would belong to Mrs.Hobbs and the two thirds of it belong to your wife, is not this *your* ~~the~~ understanding?

Ans. He would owe the estate that amount.

Q.34- Have you not examined in the Clerk's Office of the County Court of Lee County, Mr.Young's original settlement made by the Commissioner of Accounts for said County and the vouchers filed therein, that is true is it?

Ans. I examined the vouchers, but not the original settlement, as Mr. L.T.Hyatt told me the papers were not in the office.

Q.35- Did you not find among said vouchers two one hundred dollar receipts, executed by Mrs.Hobbs to Harvey Young, Executor, and the



signature of Mrs. Hobbs, <sup>to</sup> one of which was ~~executed~~ <sup>witnessed</sup> by A.K. DeBusk and the other by E.O. Cox?

Ans. I found two receipts for One Hundred Dollars each, the one bearing date of May 26th, 1897 and the other bearing date of October, 6th, 1897, was signed by Mrs. Hobbs, her mark, and witnessed by A.K. DeBusk and the other one I do not remember who witnessed same.

Q36- What experience have you had in the Fiduciary line?

Ans. Well some, but not to amount to anything.

Q.37- Did you ever as Executor or Administrator wind up any estate?

Ans. No, I did not.

Q.38- Were you living in Lee County at the time Mr. Young took charge of the estate of Shelby Hobbs, dec'd?

Ans. I was not.

Q.39- Have you any personal knowledge of the amount of the work he did or the trouble and expense to which he was put in settling up said estate?

Ans. By the amount of business that went into his hands I know very well what he had to do.

Q.40- Have you any personal knowledge of the amount of money that went into his hands or concerning said estate in any way?

Ans. No, I have no personal knowledge, all I know is by the settlements.

Q.41- You arrive at your conclusion as to the amount of work done, merely from the ~~statement~~ <sup>settlement</sup> of Mr. Young, and the others papers you have seen, do you not?

Ans. No Sir, not altogether. Mr. Young told me himself that he was not put to great trouble and expense.

Q.42- When and where did Mr. Young tell you this?

Ans. He told me that in a conversation I had with him at the Nickels House in Bristol, Virginia.



Q.43- From your knowledge and information concerning the Shelby Hobbs estate, do you think that you are <sup>as</sup> competent to determine what commissions the Executor should have as the sworn officer of the Court, who made the settlement?

Ans. In this case I think that I know that Mr. Young did not earn a 10% commission.

Q.45- Please answer my question.

Question objected to because illegal, because it calls for an opinion of the competency of other parties, when his opinions should be based on the facts in this case.

Ans. I know nothing about the competency of a sworn officer.

Q.46- You are interested in this matter, are you not?

Ans. Nothing further than as agent for Mrs. Hobbs.

Q.47- Do you not think that your relationship would add to your interest?

Ans. No sir, nothing further than as stated above.

Q.48- You stated above if I understand you that Mrs. Hobbs while staying at your house in Bristol, Tennessee, had nothing to do in any way with the household affairs, is this correct?

Ans. I said that Mrs. Hobbs had nothing to do with the household affairs while with me.

Q.50- Did she do any work about the house?

Ans. Yes, she helped us with the work.

Q.51- Was she held or considered in any other light than as a member of your family by you and your wife?

Ans. She was considered as a free woman to do and stay where she pleased.

Q.52- She pleased to stay at your house in Bristol, Tenn., did she not?

Ans. She stayed there.

Q.53- You stated in your examination in chief that if your calculation of the interest, <sup>is correct</sup> and if Mrs. Hobbs is correct in the statement, that one of the One Hundred Dollar payments is ~~incorrect~~ <sup>incorrect</sup>, and that only 5% commissions should be charged by Mr. Young, Mr. Young would be due Mrs.



Hobbs \$78.05. In arriving at this conclusion <sup>you</sup> gave Mrs Hobbs credit for all of the additional interest and also for <sup>all</sup> ~~the~~ of the difference in commissions, did <sup>you</sup> ~~he~~ not?

Ans. Yes Sir.

Q.54- Was this correct? Should not 2/3 of \$57.00 additional interest have been credited to your wife?

Ans. The \$57.00 interest should have been charged to Mr.Young in the estate.

Q.55- Would not 2/3 of the \$57.00 belong to your wife and the other one third to Mrs.Hobbs?

Ans. I can't say.

Q.56- At or about the residence of Harvey Rivers in Dryden, Virginia, a short time before this suit was instituted, did you not tell Harvey Young in the presence of S.T.Coldiron that you were then living on Shelby Street in Bristol, Tennessee and that Mrs.Hobbs was living with you as a member of your family?

Question objected to because any statement made by the witness would not affect the intention of Susan F.Hobbs as to her residency?

Ans. No Sir.I never had a conversation with Harvey Young in the presence of S.T.Coldiron.in my life.

Q.58- Did you ~~not~~ have such a conversation with Harvey Young not in the presence of Mr.S.T.Coldiron?

Ans. I had a conversation with Harvey Young at Dryden, but not as to my residency.

Q.59- In said conversation did you not invite Mr.Young to call and see you when in Bristol and did he not then ask you where you lived and did you not answer <sup>Shelby</sup> ~~the~~ Street giving the number and did he not then



ask you on which side of the town <sup>Shelley</sup> ~~Union~~ Street was and did you not answer Tennessee.

Ans. No Sir.

And further this deponent sayeth not. *Signature would be agreement of Counsel.*

Virginia, } to wit  
City of Bristol }

J. W. Luecke a Notary

Public for the City and State aforesaid do hereby Certify that the foregoing depositions were taken before me, pursuant to agreement of Counsel for the parties to the within style cause at the residence of J. G. Jossett in the City of Bristol, Va and for the purposes set forth in Caption.

Given under my hand  
this March 7<sup>th</sup> 1901

J. W. Luecke  
W. B.

Notary Fee \$5.<sup>00</sup>



The within depositions are excepted to  
because the Notary's certificate does not  
show that witnesses were sworn.

L. F. Hyatt, Atty.



Harry Young

75 } Depositions

Susan F Hobbs

Received by mail in  
good condition and filed  
March the 8th 1901  
A.B. Munsey clerk.

Notary Fee \$5.00



The depositions of Harvey Young, S.I. <sup>Elkington</sup> <sup>Germington</sup> <sup>Elkington</sup> and Joseph B. Barker, taken before me, M. A. Orr, Jr., a Justice of the Peace for Lee County, Virginia, on the 16<sup>th</sup> day of February, 1901, at Dryden, Virginia, pursuant to notice hereto annexed, to be read as evidence on behalf of the plaintiff in a certain suit in chancery pending in the Circuit Court of said County, wherein Harvey Young is plaintiff and Susan F. Hobbs is defendant.

Present: L. T. Hyatt, Atty. for plaintiff.  
The witness, Harvey Young, being first duly sworn, deposeth as follows:

Ques. 1. For same. State your age, residence and occupation?

Ans. - Fifty five years; Forkum Virginia farmer by occupation

Q. 2. Are you the Plaintiff in this suit  
Ans. I am.

Ques 3. Is the Deft. Susan F. Hobbs indebted to you in any sum of money and if so in what amount?

Ans. One Hundred and Eight Dollars and thirty one cents with interest from June 1. 1898.



Ques. 4 Where does the Deft. Susan L. Hobbs reside?

Ans. In Bristol Tennessee.

Ques. 5 Did she formerly reside at Dryden and if so, where?

Ans. Prior to the year 1897.

Ques. 6 When she left Dryden where did she go to?

Ans. Bristol.

Ques. 7 While she was living in Bristol have you had any conversation with her as to her intention of returning to Dryden? And if so what did she say about returning to Dryden to live?

Ans. I had a conversation with her at her own house. She told me she never expected to return there to live.

Ques. 8 Has she ever been at Dryden since going to Bristol?

Ans. Not to that I know of.

And further this Dependent said not Harvey Young.

Joseph Barker another witness being duly sworn, deposes and says:-

Ans. 1 State your age, residence and occupation

Ans. My age, 46 years, live at Dryden Va occupation, a farmer.

Ques. 2 Have you recently purchased the Chalby Hobbs farm? If so what are the terms of your purchase?

Ans. I have a contract for that farm. Have bought the interest of Susan L. Hobbs. Have made a payment upon it, but have not closed.

Ques. 3 Has the said Susan L. Hobbs deeded possession of her interest in said farm to you?

Ans. I live in the old Chalby Hobbs house and am in control of the farm.

Ques. 4 According to the terms of your purchase have you not had in your hands a sufficient sum to pay Harvey Young's claim against Susan L. Hobbs in case she is successful in this suit?

Ans. I would have to know what his debt is before I could answer.

Ques. 5 His debt is \$108.31 with interest from June 1, 1898, and the costs of this suit if he wins.

Ans. I will owe her \$250.00



And further this deponent saith  
not.  
Joseph B Barker

{ witness claims  
attendance .50 cents }

Elkanah Pennington appears  
witness being duly sworn deposes  
and says:-

Ans. 1. State age & occupation and res-  
idence.

Ans. Age 54 years, farmer, reside at  
Dryden, Va

Ans 2. Are you acquainted with Susan  
J. Hobbs? Do how long have you  
known her

Ans. Am acquainted with her  
Ever so since she was a  
small girl

Ans 3 Where does she now live?

Ans - Bristol Tenn. - I understand.

Ans 4. Where did she formerly live?

Ans Near Dryden, on the farm of  
Shelby Hobbs adjoining my  
farm.

Ans 5 - About the time she left Dryden  
to go to Bristol, did you hear her  
say anything about ever re-  
turning here to live & go what



Ans. She said she never expected to live here in this country anymore.

Ques 6 Where & where did she tell you this

Ans. She told me on the walk between my house and the Depot about the time she was leaving Fort Bristol. I think on the morning she took the train.

And further this defendant said, not.

Elkanah Remington

J. J. Calderon another witness being duly sworn appeared and said

Ques 1. State age, occupation, and <sup>residence</sup>

Ans. Age 44 years, occupation farmer. Reside at Dryden, Va.

Ques 2. Are you acquainted with Susan F. Hobbs?

Ans. Yes, Sir.

Ques 3. Where does she now live?

Bristol Tenn. I am informed.

Ques 4. Where did she live before she went to Bristol?



Ans. Lived in Lee Co near Dryden  
Ques 5. Have you ever had any con-  
versation or conversations  
with her since she went to  
Bristol in regard to returning  
to this County or Dryden to  
live? and if so, what did she  
say?

Ans. Yes sir I had conversation  
with her, and she told me  
that she never expected to  
come back here to live.  
Ques 6 When and where was this?  
Ans. It was in May 1899 I think  
in Bristol Tenn. in her  
house.

And further this  
Deponent can't not-  
S. J. Coldiron

Witness claims one day so

Virginia, Lee County, to wit:

I, W. A. Arr, Jr. a Justice of the Peace  
for said county and state, do certify  
that the foregoing depositions of Harvey  
Young, Joseph B. Barker, Eldraugh  
Pemberton and S. J. Coldiron, were duly  
taken, subscribed and sworn to before

me at the time and place and for the  
purposes therein mentioned in caption.  
Given under my hand this 16<sup>th</sup> day  
of February, 1901.  
W. A. Arr, Jr.



H. Young  
53 Depositions  
Dusant Hobbs

---

1901 Feb 16

H. Young      or  
To taking depositions  
in above styled cause  
to W.A. Orr, Jr., J.P. for 4 hrs.  
at .75 cents per hour \$3.00

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Received by mail and  
filed Feb 21st 1901

A.B. Munsey Clerk



To Susan F.Hobbs:

You will please take notice that on the 16th day of February, 1901, at Dryden, Virginia, before W.A.Orr, Jr., Justice of the Peace, I shall proceed to take the depositions of S.T.Celdiron, Joseph B.Barker, and others, which depositions, when taken, are intended to be read as evidence on my behalf in a certain suit now pending in the circuit court for Lee county, wherein I am plaintiff and you are defendant; and, if from any cause the said depositions be not begun on that day, or, if begun, be not completed, the taking thereof will be adjourned from time to time and from place until the same are concluded. You are further notified that at the office of James Cox, attorney at law, in Johnson City, Tennessee, on the 20th day of February, 1901, I shall take the deposition of E.D.Cox for the same purpose.

Very respectfully,

Harvey Young,

By counsel.

L.T.Hyatt, counsel.

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The said Susan F.Hobbs not being found in my county, I executed the above notice by delivering a copy thereof to J.W. Orr, attorney of record for the said Susan F.Hobbs in the said cause on the 9th day of February, 1901. This Feb.9th, 1901.

W. E. McLehane, Sheriff Lee Co. Va.



Virginia,

In the Clerk's Office of the Circuit Court of the County of Lee, the 20th day of July, 1899.

Harvey Young,

Plff.

vs.

In Chancery.

Susan F. Hobbs

Deft.

This day L.T. Hyatt, attorney for the plaintiff, personally appeared before me, A.B. Munsey, Clerk of the said Court, and being duly sworn, made oath ~~that~~ the claim of the said plaintiff asserted in this suit is believed to be just; that he believes the plaintiff is entitled to recover of the defendant the sum of one hundred and eight dollars and thirty-one cents (\$108.-31) with legal interest thereon from the 1<sup>st</sup> day of June, 1898, until payment, at the least; and that he (the affiant) has been informed and believes that the said defendant is a non-resident of the State of Virginia, and has estate within the County of Lee.

Given under my hand this the 19th, day of September, 1899.

A.B. Munsey, Clerk.



\_\_\_\_\_, Clerk.

Given under my hand this the 10th, day of September, 1893.

The State of Virginia, and the estate within the County of Lee.

For and believes that the said defendant is a non-resident of

the State of Virginia, and that he (the plaintiff) has been in

31) with Lee's interest thereon from the \_\_\_\_ day of \_\_\_\_\_, 1893.

sum of one hundred and eight dollars and thirty-one cents (\$108--

plaintiff is entitled to recover of the defendant the

amount in this sum as relieved to be just; that he believes the

plaintiff is entitled to recover of the said defendant the

sum of one hundred and eight dollars and thirty-one cents (\$108--

in respect to the said sum, and that he believes the

plaintiff is entitled to recover of the said defendant the

sum of one hundred and eight dollars and thirty-one cents (\$108--

in respect to the said sum, and that he believes the

plaintiff is entitled to recover of the said defendant the

sum of one hundred and eight dollars and thirty-one cents (\$108--

in respect to the said sum, and that he believes the

plaintiff is entitled to recover of the said defendant the

sum of one hundred and eight dollars and thirty-one cents (\$108--

in respect to the said sum, and that he believes the

plaintiff is entitled to recover of the said defendant the

sum of one hundred and eight dollars and thirty-one cents (\$108--



To the Honorable H.A.W.Skeen, Judge of the circuit court for Lee  
County, Virginia:

The undersigned having been appointed by a decree of the said  
court, entered at the four Term, 1899, in the chancery  
cause therein pending entitled Harvey Young vs. Susan F. Hobbs, a spe-  
cial commissioner, and as such directed to make sale of a certain  
interest of the defendant in a certain tract of land, respectfully  
reports that he executed the required bond before the clerk of this  
court; that he advertised the said sale in accordance with the terms  
of said decree by posting notices thereof; that on the 17th day  
of September, 1900, at the front door of the court-house of said county,  
he offered the interest of the defendant, Susan F. Hobbs, in the lands  
of which Shelby Hobbs died seized, for sale by public outcry, to the  
highest bidder, when S.T. Coldiron bid therefor the sum for which the  
said land was decreed to be sold, that is, the plaintiff's debt with  
its interest and the costs of this suit, and that being the highest  
bid offered therefor, the said interest was knocked off to the said  
Coldiron at that price. The said Coldiron then paid to me \$42.73  
the costs of suit and commissions of sale, and executed to me as com-  
missioner his two bonds for the sum of sixty-one dollars and sixty-  
one cents each, due in one and two years respectfully with interest  
from date, with Harvey Young as his security. Said sale was made on  
the first day of Sept. Term County Court Lee county.

Respectfully submitted,

L. T. Syatt

Special Commissioner.



Special Commissioner.

Respectfully submitted,

the first day of Sept. Term County Court Lee County.

from date, with Harvey Young as his security. Said sale was made on one cents each, due in one and two years respectfully with interest missioner his two bonds for the sum of sixty-one dollars and sixty- the costs of suit and commissions of sale, and executed to me as com- Goldiron at that price. The said Goldiron then paid to me as com- bid offered therefor, the said interest was knocked off to the said its interest and the costs of this suit, and that being the highest said land was decreed to be sold, that is, the plaintiff's debt with highest bidder, when S.T. Goldiron bid therefor the sum for which the

Harvey Young  
vs. { Lu Chy  
Susan H. Hobbs.

Report of Sale.

Filed Nov 8th 1900  
A.B. Murray Clerk

Then within Report is  
excepted to by defendant  
for the reasons assigned  
in ~~the answer~~ filed with  
the papers in this case.

This Nov 8th 1900  
Bailey Hyman  
Clerk and Jury  
Court for  
Susan H. Hobbs

Court, entered at the \_\_\_\_\_ Term, \_\_\_\_\_, in the Chancery

The undersigned having been appointed by a decree of the said

County, viz: viz:

To the Honorable H.V.W. Sken, Judge of the Circuit Court for Lee



Harvey Young, Executor of the last will and testament of Shelby Hobbs, deceased.

To the creditors and legatees of said Hobbs, dr.

1897		To this sum Note on D. P. Lessee		300 00
June 1st		" " " " & Int. J. W. Flanagan & Co		636 00
		" " " Bal " " " " A. M. Deback		87 26
		" " " " " " " " R. W. Orr et al		410 00
		" " " " " " " " G. Slump		217 52
		" " " " " " " " Elisha Bailey et al		318 00
		" " " " " " " " Harvey Leslie		205 00
		" " " " " " " " J. K. P. Barron (discounts)		111 10
		" " " amount turned over by Apprs		48 18
		" " " Total charged to Exr		\$2333 06
1		By this sum paid R. W. Orr, appr	1 00	
2		" " " " J. P. Herndon acct	9 15	
3		" " " " D. G. Reese, judgt costs	32 10	
4		" " " " Taxes for 1897	35 91	
5		" " " " S. V. F. Richmond clerk	4 81	
6		" " " " J. P. Herndon acct	1 90	
7		" " " " Elisha Bailey appr. re	1 82	
8		" " " " R. J. Wood & Son (coffin)	15 00	
9		" " " " J. J. C. Flanagan & Co	7 42	
A		" " " " To be paid Taxes for 1898	3 80	
B		" " " " S. V. F. Richmond for re	2 00	
X		" " " " paid for Settlement	5 00	
		By 10% com. out 1897, thus disbursed	11 99	131 90
		To this sum going to Legatees		\$2201 16
10		By " " paid Zion Hobbs legatee	50 00	
11		" " " " Martha J. Zion "	50 00	
12		" " " " H. B. Hobbs "	300 00	
C		" " " " to be paid Elizabeth "	1 00	
D		" " " " " " Jasper "	1 00	
E		" " " " " " Job "	1 00	
F		" " " " " " Wypres "	1 00	
G		" " " " " " James J. "	1 00	
H		" " " " " " Isaac "	1 00	
I		" " " " " " Nancy "	1 00	
		By 5% Com on \$400.00 disbursed	20 00	427 00
		This sum going to Susan & Alpha		1774 16



No 1

Special Statement as to

1897		Susan S. Hobbs the widow & Legatee	\$ 1774.16	591 38 <sup>2</sup> / <sub>3</sub>
June 1 <sup>st</sup>	13	By this sum paid her as Legatee	\$ 48 18	
	14	" " " " " " 2 June 1897	100 00	
	15	" " " " " " 3 July 1897	26 50	
	16	" " " " " " 26 May "	100 00	
		By 10% com. on \$274.68 disbursed in 30 days	27 46	
		" this sum unaccounted for July 1 <sup>st</sup> 1897	289 24	591 38 <sup>2</sup> / <sub>3</sub>
1898		To this sum unaccounted for July 1 <sup>st</sup> 1897		289 24
Jan 1		" " " Int thereon to Jan 1 <sup>st</sup> 1898		86 <sup>2</sup> / <sub>3</sub>
	17	By this sum paid her Oct 6 1897	9.44	\$ 294 91
	18	" " " " " " Same date	41 24	
	19	" " " " " " " "	30 75	
	20	" " " " " " Dec 15-1897	278 00	
	21	" " " " " " May 24 1898	20 00	
1898		By 10% com. on \$297.91	29 79	
June 1 <sup>st</sup>		This sum over paid her to sq.		108 31
			\$ 406 22	\$ 406 22

No. 2.

Special Statement as to

1897		Alpha Hobbs Legatee		1182 78
July 1 <sup>st</sup>		To this sum due her <sup>2</sup> / <sub>3</sub> \$1774.16		23 65
		" " " Int. thereon to Nov 1 1897		
		Total charge "		\$ 1206 43
Octo 20 <sup>th</sup>	22	By this sum paid D.L. Jesse her Guardian	\$ 1024 39	
		" 10% com on \$1024.39, disbursed	102 43	
		" this sum in Exrs hands to square	79 61	1206 43
1898		To this sum bal due Octo 20 1897		79 61
June 20		" " " Int. thereon to June 20 1898		3 18
		Total due June 20 <sup>th</sup> 1898		\$ 82 79
		By 10% com on \$82.79 bal p	\$ 8 27	
D.L.J.		By this sum paid D.L. Jesse her Guardian to square	\$ 74 52	\$ 82 79



Commissioner's Office,

June 16<sup>th</sup> 1898

To the County Court of Lee County:

Your Commissioner reports to the Court, that on the 1<sup>st</sup> day of June 1898, Harvey Young Executor of the last will and testament of Shelby Hobbs, dec'd. exhibited before your commissioner a statement of all the money which he, the said Harvey Young as such Exr., had received or become chargeable with or disbursed within the time since his qualification down to June 20 - 1898, together with the vouchers for such disbursements; that the commissioner embraced the

said Harvey Young in the list of fiduciaries, whose accounts were before him for settlement, which was posted at the front door of the court-house of said county, on the first

day May Court last, and on the date of this report (ten days having since

elapsed) has made up and completed the foregoing account of the said Harvey Young Executor of the last will and testament of Shelby Hobbs, dec'd, and on

the 20<sup>th</sup> day of June 1898 finds a balance of \$ 7.00 due

Elizabeth Jasper, Job, Ulysses, James J., Francis & Nancy \$ 1.00 each as Legatees

of which sum \$        is interest. The account is supported by satisfactory vouchers,

and is herewith returned.

Your commissioner further reports to the Court, that the bond given by the said Harvey Young is in a sufficient penalty and with sufficient sureties,

and is such as the law requires.

Special Statement No. 1. shows an overpayment to Susan S. Hobbs, the widow and legatee on June 1<sup>st</sup> 1898 of \$108.31. And Special Statement No. 2. shows a full payment to D. L. Jesse Guardian for Alpha Hobbs minor & Legatee. Total paid him \$1098.91

Given under my hand, as Commissioner of Accounts of the said court, on the day and year first aforesaid.

J. A. G. Hyatt, Commr.



Harvey Young  
Executor of  
Shelby Hobbs  
Settlement No 1

with { of his  
ACCOUNT.

J. A. S. Hyatt  
Comr.

"Exhibit No. 1."

Filed the 17<sup>th</sup> day of June  
1898.

Clerk for copy \$1.00

A. copy, Deote: B. M. Morgan to him.



Susan F.Hobbs,

Plaintiff.

vs.

In Chancery.

Harvey Young and L.T.Hyatt, Comr.

Defendants.

This cause came on this day to be heard upon the bill of the plaintiff and exhibits therewith ~~xxxxxxxxxxxxxxxxxxxxxxxx~~ the appearance to the said bill by the defendants at the alst term of this court, the answer of the defendant filed in the papers at the last term, but which, by oversight, was not marked until to-day, and was argued by counsel. On consideration whereof, it is adjudged, ordered and decreed that the said plaintiff's bill be dismissed; that the injunction heretofore granted be and the same is hereby dissolved; and that the defendants recover from the said Susan F.Hobbs their costs by them about their defense in this behalf expended, for which execution may issue.



*J. R. Manger -*  
*Stonemason*

Susan F. Hobbs

vs. ( In Chancery,  
Harvey Young et als.

Decree dissolving injunction  
and dismissing bill.

*Entered on Chy. C. B. -*  
*No. 6 p. 392 -*

10 Enter this decree.

June 1 1900.

*H. A. W. Stearns*



I, Shelby Hobbs of the County of Lee and state of Virginia being of sane mind and sound Memory and feeling that by the course of nature I shall soon pass away and feeling it my duty to dispose of my worldly effects make this my last Will and Testament and revoking all other wills by me made

1st I will and bequeath to my son Hamilton B. Hobbs the sum of Three hundred dollars to be paid out of my personal estate

2nd I will and bequeath to my son Zion Hobbs the sum of Fifty Dollars to be paid out of my personal effects

3rd I Will and bequeath to daughter Martha Jane Fifty Dollars to be paid out of my personal effects

4th I will and bequeath to each of the following: viz to my daughter Elizabeth Hobbs if living and if not to her heirs if any the sum of one Dollar

To Nancy Hobbs now Nancy Burton the sum of one Dollar

To Ulysses the lawful heir of Mary the sum of one Dollar

To my son James J. the sum of one Dollar

To my son Job Hobbs the sum of one Dollar

To William France Hobbs the sum of one Dollar

To my son Jasper B. Hobbs the sum of one Dollar

5th I will and bequeath to the heir or heirs of my last wife susan or if the said susan should raise any more heirs by me all of the land that I now possess after giving the part that is given by law to my wife susan if I should not live untill the heir or heirs of my last wife by me arrives at the age of Twenty one then the rent of the land shall be applied to the benefit of my wife and her heir or heirs by me untill such heirs or heir shall arrive at the age of Twenty one "Provided my wife shall remain my widow if not she shall take what the law gives her" when the heir or heirs shall arrive at the age of Twenty one she or they shall have <sup>have</sup> full possession of all the land subject to dower right



6th I will and bequeath all of the remaining part of my personal effects to be divided as follows: one third to my wife Susan and the remaining two thirds to her heirs or heir by me

7th I further request that Harvey Young shall be my executor to settle up my affairs and pay all just debts that I may owe and burial expenses

Given under my hand this 29th day of september 1886

witnesses

his

Elbert S Flanary

Shelby X Hobbs (seal)

Elisha Bailey

mark

Virginia

At a county court begun and held for Lee County at the court house thereof on Monday May 17th 1897.

The last will and testament of Shelby Hobbs deceased, was this day produced in court. and said will was proved by the oaths of Elbert S. Flanary and Elisha Bailey the two subscribing witnesses thereto, who also proved the execution of said will by the testator in their presence, and that they signed said will as attesting witness thereto, at the request of the testator, and in his presence, they all three being there present together at the time of the signing of the same.

thereupon said will is ordered to be recorded. And Harvey Young ~~be~~ having been named in said will as executor of the same. Thereupon the said Harvey Young together with Henry C. Slomp, E. S. Flanary and A. R. Hyatt his security entered into and acknowledged a bond in the penalty of four thousand dollars, conditioned according to law Certificate is granted the said Harvey Young for obtaining probate of said will in due form.

A copy, Teste: S. V. F. Richmond Clerk.



Virginia, Lee county, to wit:

I, B.M. Morgan, Clerk of the county court for said county, do certify that the foregoing is a true copy of the last will and testament of Shelby Hobbs, as the same appears of record in my office in Will Book No. 4, page 295.

Given under my hand this the 6<sup>th</sup> day of October, 1899.

B.M. Morgan, Clerk.



---

Harvey Young  
23 3/4 In lly.  
Susan F. Hobbs.

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Exhibit No. 2."

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Copy Past Wife of  
Shelby Hobbs,  
decd.

---

Clers 65 cto.



1

Harvey Young       :  
                      :  
      vs             :  
                      :  
Susan F. Hobbs.     :  
                      :

In Circuit Court of Lee County.

On motion to dismiss Attachment and Bill.

AS TO GROUNDS OF ATTACHMENT.

"Attachment is a harsh remedy and liable to abuse, and should be carefully watched by the Courts". J. Staples 30 Grat 724.

"The remedy (attachment) is justified, not by the belief of the affiant, however honestly entertained upon reasonable grounds, that the fact sworn to in the affidavit exists, but by the existence of that fact". From Syllabus 76 Va 318.

The grounds for attachment in this case is the non-residency of the defendant, Susan F. Hobbs.

She denies her non-residency and proves that she is now and has always been a resident of this State.

The most that could be said of Mrs. Hobbs at any time was that she was an "absent debtor".

The law once was that the property of an "absent debtor" or "a defendant who is out of this State" could be attached, but the Legislature amended that statute so as to confine the attachment proceedings to non-residents.

I quote here from Bart. Chcy. Prac. (2 Ed.) Vol 1, page 616.

The former statute providing for attachments instead of the present term "not a resident", contained the expressions "who are out of the country", "absent defendants" and "defendants out of the country". The revisors of the Code in their report say we propose to remove this ambiguity. The Court of Appeals seemed to think the proceeding could only be had against a non-resident. We think it ought to be so, and propose to make it plainly so".



Brief of  
Counsel for Defend-



AS TO WHO IS A NON- RESIDENT.

The test of residency is the presence of the animus manendi (the intention of remaining) at the time of the issuance of the writ" Drake on Attachment(6 Ed.) §§ 57 Et. Seq.

"Absence from the state of one's residence does not make him a non-resident, however long and upon whatever business he may be absent, unless he is sine animo revertendi." Daniel on Attachment p.54.

AS TO RIGHT TO DISMISS AT THE HEARING.

"And where the bill alleges proper matter for the jurisdiction of a court of equity, if it appears at the hearing, or even in the appellate court that the allegations are false, the bill will be dismissed for want of jurisdiction" Bart.Chcy.Prac. p.260.

"The objection being jurisdictional may be raised at any time, and the Court of its own motion, may dismiss the bill, though the objection be not raised by the pleadings, nor suggested by the parties".Idem.Note.

THE PROOF IN THIS CASE.

The proof in this case positively defeats the allegations of the Bill as to non-residency, and shows clearly that the defendant Susan F.Hobbs has always been a resident of this State, and that it was never her intention of <sup>remaining</sup> remaining in Tennessee. Therefore the attachment was issued on false suggestions and should be quashed. That being the only grounds of equity jurisdiction, the bill should be dismissed, without prejudice however to the plaintiff to bring his suit at law.

Orr & Irvine  
Bailey & Byars,  
Counsel for Defendant.



Young

vs

Hobbs

---

Brief of Counsel for  
Defendant.



Know all Men by these Presents, That we Harvey Young and  
J. A. G. Hyatt

are held and firmly bound unto the Commonwealth of Virginia, in the sum of Two hundred and fifty dollars, to the payment whereof, well and truly to be made to the said Commonwealth of Virginia, we bind ourselves and each of us, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents. And we hereby waive the benefit of our homestead exemptions as to this obligation, and any claim or right to discharge any liability to the Commonwealth arising under this bond or by virtue of said office, post or trust, with coupons detached from the bond of this State. Sealed with our seals, and dated this 1st day of Decr one thousand eight hundred and ninety nine

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas in the bankruptcy  
cause of the said Harvey Young against Susan F  
Hobbs a decree was rendered on the 13th day of November  
1899, requiring the said Young to execute bond before  
he should have the benefit of said decree,

Now if the said Harvey Young shall perform  
such future order as may be made in the said  
cause upon the appearance of the defendant,  
Susan F Hobbs in said cause, and her making  
defense, the said Susan F Hobbs having proceeded  
against by foreign attachment in said suit

then this obligation to be void or otherwise to remain in full force and virtue.

A copy

Teste: A B Munsey  
Clerk

Harvey Young [SEAL.]  
J. A. G. Hyatt [SEAL.]  
 [SEAL.]

In the Circuit Court of the County of Lee, the 1st day of December  
 1899.

This bond was executed and acknowledged, in open Court, by the obligors, and ordered to be recorded, J. A. Hyatt

the suret therein having first justified on oath that his estate, after the payment of all his just debts, and those for which he is bound as security for others and expect to have to pay, is worth the sum of Two hundred & fifty dollars, over and above all exemptions allowed by law.

Teste:

A B Munsey Clerk.



---

Harvey Young

to {

BOND.

Commonwealth.

---



**CERTIFICATE OF  
ORDER OF PUBLICATION.**

I, A. M. Goins, Editor of the **SOUTH-  
WEST VIRGINIAN**, a weekly newspa-  
per published at Jonesville, Lee County,  
Va., do hereby certify that the annex-  
ed notice was published in said paper  
once a week for four successive weeks,

commencing on the 21 day of

Sept, 1899.

A. M. Goins, EDITOR.

FEE, \$5-00

VIRGINIA—It the clerk's office of the  
circuit court of the county of Lee on the  
19th day of September, 1899.

Harvey Young, Plaintiff,  
VS. —In Chancery.  
Susan F. Hobbs, Defendant.

The object of this suit is to attach the  
real estate of the defendant situated in  
Lee county Virginia, and subject the same  
to the payment of the sum of \$108.31 due  
by the said defendant to the plaintiff.

And an affidavit having been made  
and filed that the defendant is not a  
resident of the State of Virginia, it is or-  
dered that she do appear here within fif-  
teen days after due publication hereof, and  
do what may be necessary to protect her  
interest in this suit. And it is further or-  
dered that a copy hereof be published once  
a week for four weeks in the **SOUTHWEST  
VIRGINIAN**, a weekly newspaper published  
at Jonesville, in Lee County, Virginia, and  
that a copy be posted at the front door of  
the Courthouse of this County on the first  
day of the next term of the County Court.

A copy—Teste:

A. B. MUNSEY, Clerk.  
L. T. Hyatt, p. q.

9-21-99-4



ORDER OF PUBLICATION.

*Harvey Young*

VS.

IN CHANCERY.

*Susan F. Hobbs*

FEE

*\$5.00*



The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon Susan F. Hobbs

to appear at the Clerk's office of the Circuit Court of the County of Lee, at the rules to be held  
for the said court, on the 3rd Monday in October 1899, to answer a  
bill in chancery exhibited against her in our said court by Harvey  
Young

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the  
court-house, the 21st day of September 1899, and in the 124<sup>th</sup> year of the  
Commonwealth.

A. B. Munsey Clerk



The proper affidavit having been made  
and filed, the officer executing this writ  
is directed to attach the estate of Susan  
# and make return of manner ~~you~~ have executed this #  
J. Hobbs, situated in this County. Given  
under my hand this Sept. 21st 1899  
# attachment sat the 3<sup>rd</sup> Monday, A.B., Munsen Clerk  
in October, 1899, at rules.

Form No. 800 1/2.

Harvey Young  
US. { SUBPOENA  
IN CHANCERY

Susan F Hobbs

L. T. Hyatt p. q.

To 2<sup>nd</sup> October. Rules.

1899. Circuit Court.

Executed by de-  
livering an attested  
office copy of the  
within summons to  
S. T. Coldiron who is  
in possession of the  
Shelby Hobbs land.  
Oct 16/99 D. P. Ely D.S. for  
W. H. Milson S.W.C.

For W. H. Milson  
D. P. Ely D.S.  
J. H. Ely

Executed by leaving this attachment on the in-  
terior of Susan F Hobbs in the tract of land  
situated in the Co. Va. of which Shelby Hobbs  
died seized. This Oct. 16 1899.



Pleff's Costs

Clerk 10.50 Paid  
 Tax 1.50 Paid  
 Shiff 50  
 atty 1.50 Paid  
 Printer 5.00  
 Co Clerk 1.65 Paid  
 N P for Depos 3.00 Paid

Exits  
 42.22  
 1.50  
 43.72  
 1.26  
 44.98

~~Deft's Costs~~  
~~Att 8.26~~  
~~Shiff 50~~

Deft's Costs  
 C 1.25  
 NP 5.00  
 \$6.25

Harvey Young  
 vs 3 In lchy.

Susan F. Hobbs.

1899. 2nd October rules bill  
 S. T. sold on the party in  
 possession & O. P. for non  
 resident & D. M.  
 " 1st November rules held the  
 last Monday in October  
 O. P. complete & D. M. Conf  
 Cause set for hearing

June Term 1901 Deere  
 Trial lchy Ord Book  
 No 6 Page 569